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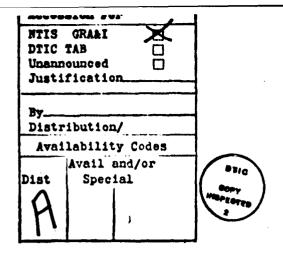
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AIR FORCE CONSTRUCTION CONTRACT DISPUTES: AN ANALYSIS OF ARMED SERVICES BOARD OF CONTRACT APPEALS CASES TO IDENTIFY DISPUTE TYPES AND CAUSES

William E. Merrill, 1st Lieutenant, USAF Linden J. Torchia, Captain, USAF

LSSR 88-82

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Construction contract disputes were analyzed to determine the relationships between: 1) distinguishing characteristics of a project, 2) the type of dispute, and 3) the causes of disputes. The data for the analysis was extracted from 60 Armed Services Board of Contract Appeals (ASBCA) cases from 1977 to 1981. An analysis was conducted on the data to determine frequencies of occurrences of the variables, and to determine the relationships between the variables. Statistically significant relationships were supported between project features and types of disputes, as well as claim categories and pertinent facts. The most frequent type of claim involved defective specifications. Also, the overriding finding from the analysis of the relationships between variables indicated that contractors often initiate a dispute when their own management was actually at fault. Nonetheless, an awareness of the type and causes of disputes and characteristics of projects involved in disputes should be applicable to Air Force construction contract management.

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AIR FORCE CONSTRUCTION CONTRACT DISPUTES: AN ANALYSIS OF ARMED SERVICES BOARD OF CONTRACT APPEALS CASES TO IDENTIFY DISPUTE TYPES AND CAUSES

A Thesis

Presented to the Faculty of the School of Systems and Logistics of the Air Force Institute of Technology

Air University

In Partial Fulfillment of the Requirement for the Degree of Master of Science in Engineering Management

Ву

William E. Merrill, BSCE First Lieutenant, USAF Linden J. Torchia, BSCE Captain, USAF

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This thesis, written by

First Lieutenant William E. Merrill

and

Captain Linden J. Torchia

has been accepted by the undersigned on behalf of the faculty of the School of Systems and Logistics in partial fulfillment of the requirements for the degree of

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CHAPTER ONE

INTRODUCTION

Construction contract disputes are a serious problem for the United States Air Force. This fact becomes obvious when the case load of the Air Force Directorate of Contract Appeals (AFLC/JAB) is examined. The JAB attorneys represent the Air Force on contract disputes appealed to the Armed Services Board of Contract Appeals (ASBCA). At the end of 1981, JAB was handling approximately 100 construction cases with contractor claims totalling nearly \$16.3 million (36).

Disputes in construction cases usually center around broad issues such as the specifications, the design, the inspection, the contractor's actions, or administration of the contract by the Air Force. Events or actions in these areas can cause conflicts between the Air Force and the construction contractor, which can in turn lead to a contract dispute (2:72). The disputes which arise between the Air Force and construction contractors may result in many undesirable consequences, such as negative feelings, delays in the work, and increased costs.

A dispute can change a contractor's attitude toward the government, particularly if the dispute involves a personality confict or a serious difference in interpretation between the contractor and the Air Force. This type of situation may cause the contractor to avoid future government contracts. It may also prejudice him against enthusiastic completion of the disputed contract (30).

Delayed delivery, where "delivery" means completion of the construction work, can result from some action taken by the Air Force or the contractor in one of the categories mentioned above (specifications, design, inspection, etc.). For example, the contracting officer might require the contractor to do additional work which will force the anticipated completion date to be extended (23:72). In effect, this is also an increase in cost, since the extra time prevents the Air Force from using the facility, and that lost usage could easily be translated to a dollar value.

There are several ways that a dispute can increase the cost of a project. For example, the contractor might charge the Air Force for additional work not included in the original contract when that work is encouraged by some action of the Air Force. In these instances, the Air Force is merely paying the contractor for additional construction, even if that construction is not really necessary by the original intentions of the contract. In addition, the rates for the extra construction work are usually higher than the original rates, since the new rates are negotiated, not adopted by competitive bidding (23:97).

Sometimes, the Air Force may take unwarranted

actions which decrease the contractor's normal efficiency of operations. Examples of this are overzealous inspection, where the Air Force inspector goes beyond the normal scope of inspection, or an abnormal delay of a test by the Air Force where the results of the test are necessary before further progress can be made by the contractor (23:72,90). The Air Force must reimburse the contractor for additional expenses which result from such actions. In these instances, the Air Force is not receiving any additional construction for the extra costs.

Lastly, there are both administrative and professional costs associated with handling a dispute. The administrative support costs result from the man-hours required for compiling evidence and negotiating the disputed issues. Added administrative costs are required specifically for cases taken to the ASBCA level, since all information pertaining to the dispute must be further compiled and condensed into a more formal format. Other administrative costs are related to transmitting information to the attorneys. Here professional costs also enter in the form of legal expenses for attorneys (6:17,19).

The following discussion of the Air Force construction contract process provides a background for later analyses of disputes and the interrelationships among their causes.

The Air Force Construction Contract Process

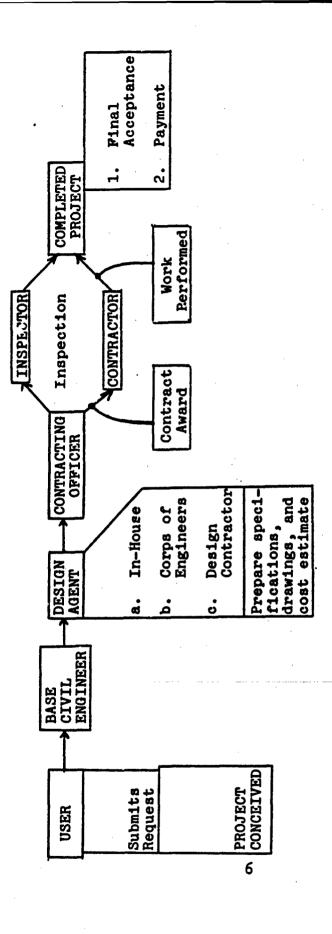
A construction contract is a legal agreement whereby a contractor is hired to build a new facility, modify an existing facility, or repair an existing facility. In the Air Force, the contract is the means of executing a construction project. An Air Force construction project begins when it is initially conceived, and ends when the work is completed and both the contractor and the Air Force are satisfied with the outcomes of the contract performance. Throughout the life of the project, there are many opportunities for interaction between the Air Force and the contractor. Many things which the Air Force does affect the contractor, and vice versa. The principal personnel involved in the process for the Air Force are the contracting officer, the designer, the specification writer, the inspector, and the user (the person who initially requests the work). In this study, any one of these individuals who works in the Base Civil Engineering or Base Contracting organizations and has management responsibility over a construction project is called an "Air Force construction contract manager." For the contractor, the participants are the superintendent and the workers, plus any subcontractor personnel.

The following description of the Air Force construction contract process is somewhat simplified, since it is intended only to identify the possible participants in a dispute and the nature of the project which is being disputed. By studying how these elements interact with the dispute process, it is possible to focus attention on areas in which management of Air Force construction projects can be improved.

The progress of a typical Air Force construction project (Figure 1.1) begins when someone in the Air Force develops an idea for a project. This person, the user, is usually a manager within a mission-oriented organization on base, or any of the support-oriented organizations, including Base Civil Engineering. The user submits a request to Base Civil Engineering to accomplish the project. It is also possible that the request might be the result of a higher headquarters directive, where the idea occurred at a higher level of command and was conveyed down to base level through organizational channels.

Next, the Base Civil Engineering organization reviews the request to determine if it is valid. This review includes financial (economic) feasibility as well as considerations relating to the authority of the user to submit the request.

If the review shows the project to be a valid one, the next step is the design phase. Design involves taking the user's request and translating it into a set of documents which can be used by a contractor to bid and later to complete the project. These documents are the specifications and drawings. Another output of the design phase is



Air Force construction contract process flowchart 1.1. Pig.

cost estimate, which is used in the contracting phase to determine a reasonable monetary level for contractor bids. The design products are usually prepared in-house. If the scope of the project is beyond in-house capability, it will either be handed over to the Army Corps of Engineers (COE) or contracted out to a professional design organization.

After design is complete, the project is handed over to the contracting officer (CO), who attempts to find a contractor to do the work specified in the design documents. The selection of a contractor is accomplished by soliciting bids from eligible contractors, and choosing the one who submitted the lowest "responsive" (complying with the provisions of the bidding process) bid. Once a suitable contractor has been found, the contract is awarded to that contractor and work begins on the project. At this point, the inspection activity begins, with an inspector from the contract management section of Base Civil Engineering appointed as the representative of the CO. The inspector monitors the contractor's progress on the work to ensure that he is complying with the terms of the contract. However, the inspector should not direct the work, nor take any other action which is inconsistent with his role as a passive evaluator. If he has any concerns, they should be recorded in the Inspector's Daily Log and made known to the CO.

A construction project is complete when both parties are satisfied with the results, and final acceptance and

payment have been made. A disagreement at any stage of the process might prevent completion of the project and cause the dispute process to begin.

The lines of work flow throughout the construction contract process are not quite as definitive as Figure 1.1 implies. The involvement of the designer, for example, is restricted primarily to the design phase. However, he might be consulted in later phases of the project by the inspector, who may want to compare the contractor's progress with the intent of the original design documents. Since he is the only person authorized to obligate the government, the CO is also involved throughout the construction contract process. He sits in on meetings between the Air Force and the contractor, continuing to act as the Air Force's official spokesman on issues such as changes to the contract.

The Dispute Process

The present system for resolving Air Force construction contract disputes operates at three different levels:

- 1) the contracting officer level, 2) the ASBCA level, and
- 3) the judicial level (see Figure 1.2).

Although many contract disputes might be processed sequentially through all three levels, in practice the majority of disputes are settled at the CO level. The remaining disputes are appealed to the ASBCA level or directly to the judicial level (26).

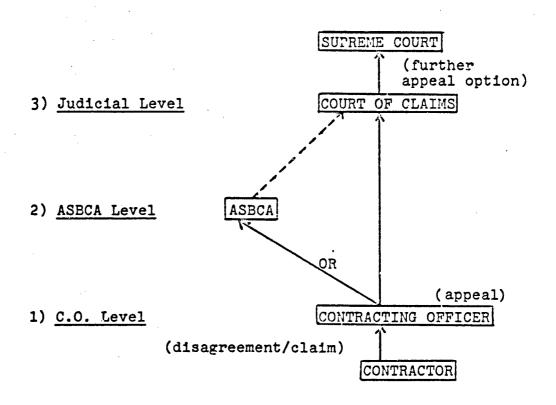


Fig. 1.2. Disputes process flowchart (adapted from 23:221)

The typical dispute that might be appealed to the ASBCA begins with the contractor's dissatisfaction with some aspect of the contract or the Air Force's behavior during the performance phase of the contract. This dissatisfaction is often the result of the contractor's feeling that the CO is enforcing the terms of the contract in an unreasonable manner, although the problem is often actually due to the contractor's financial problems or chance of profit. The contractor states his dissatisfaction to the CO, often in the form of a claim—a request for money or a time extension to compensate for additional work. The contracting officer must respond to the contractor with a written decision regarding the disagreement (23:144). It is possible that the dispute will be settled at this point to the satisfaction of both parties.

However, if the contractor is displeased with the CO's decision, he may appeal to either the ASBCA (level 2) or directly to the Court of Claims (level 3). This appeal may be based on one claim, or a combination of related claims (called a "multiple claim case"). Most contractors decide to appeal to the ASBCA before the Court of Claims (26). There are several reasons for this. First, contractors know that if the ASBCA decision is unsatisfactory, they may appeal it to the Court of Claims. However, if their first level of appeal was the Court of Claims, their only remaining appeal option is the unlikely chance that the

Supreme Court would hear the case. Second, contractors realize that the ASBCA has worked with defense contractors before and is thus more likely to take into account those factors unique to defense contracts. Finally, an appeal to the ASBCA is often quicker and cheaper than a direct appeal to the Court of Claims (6:17,19).

If the case is taken before the ASBCA, a judge will hear both sides of the case and present a decision on the basis of either "entitlement" or "both entitlement and quantum." If the case is decided on entitlement only, the decision is restricted to who won the case. If the decision is based on both entitlement and quantum, the ruling concerning who won the case is supplemented by quantitative information about the proper amounts of time and/or money which should be awarded to the winner. If the case is a multiple claim case, the decision will address each individual claim of the dispute. Following the decision, the cases which have been decided only on the basis of entitlement will be sent back to the base CO for final negotiation and settlement with the contractor (23:145).

If the contractor is still dissatisfied with the decision, he may appeal it to the Court of Claims, which is the first stage of the judicial level. The final point of appeal within the judicial level is the U.S. Supreme Court (23:145), which is unlikely to hear a common Air Force construction contract dispute.

Key Variables

In disputed cases, there are three variables which describe the nature of projects, disputes, and the causes of disputes--"project features," "claim categories," and "pertinent facts," respectively.

Project Features

Throughout the construction contract process, there are several basic characteristics of a project which, taken together, distinguish that project from other similar projects. These are called "project features." Many project features provide a valuable reference point for understanding disputed construction contracts. The following five project features are particularly relevant to this study:

- 1. Design discipline
- 2. Type of work
- 3. Area of country (geographical location)
- 4. Major command
- 5. Size of contract (dollar value)

Each of these project features (excepting major command) is fully defined in the glossary of terms in Appendix A.

Claim Categories

Claim categories are labels for claims of a dispute. They might be the title of a contract clause which was referenced by the contractor in order to describe the problem which caused the dispute (i.e., "differing site conditions").

Alternately, they might be a more general description of the type of problem which caused the dispute (i.e., "ambiguous specifications"). The following claim categories, defined in Appendix A (Glossary), are particularly relevant to this study:

- 1. Ambiguous specifications (1:62; 6:72; 8; 34: 32-40)
- 2. Omissions or conflicts in specifications (8; 9:19-20; 18:78; 23:67; 29:33-34)
 - 3. Errors in design (13:474; 24:469)
- 4. Contracting officer acting improperly (1:62; 6:72; 7:78; 8; 9:26-28; 11:96; 12:20; 17:77; 18:78; 22; 30: 58; 34:32-40; 35; 37:3-10; 38:70)
 - 5. Delays (24:469; 29:33-34)
- 6. Changes (1:62; 9:19-20; 11:96; 14; 20; 24:469; 28; 38:40)
 - 7. Differing site conditions (23:88; 26)

Pertinent Facts

Pertinent facts are events or activities (identified by the presiding ASBCA judge in a construction contract dispute case) which occur during the various phases of the construction contract process and cause disputes to occur. The following pertinent facts, defined in Appendix A (Glossary), are particularly relevant to this study:

- 1. Contractor failure to read contract documents adequately
 - 2. Inadequate site investigation
 - 3. Contractor delays
- 4. Contractor problems with the additives or bid schedule
- 5. Contractor underestimated the size of the job or the size of the contract
 - 6. Problems with warranty work
 - 7. Government management issues
 - 8. Contractor management activities
- 9. Contractor reliance on previous experience or trade practice as a guide
 - 10. Problems with submittals

Research Problem

The purpose of this study is to examine disputed Air Force construction contracts to find out whether there are interactions among claim categories, pertinent facts, and project features which, if known, could be used by lower level construction contract managers to closely examine future contracts for the purpose of avoiding disputes.

Objectives

To solve this research problem, five specific objectives guided the research:

- 1. Identify claim categories and their frequency of o:currence in 60 ASBCA construction contract dispute cases heard between 1977 and 1981
- 2. Identify pertinent facts and their frequency of occurrence in those cases
 - 3. Determine the project features in those cases
- 4. Determine what, if any, interrelationships exist among and between claim categories, pertinent facts, and project features
- 5. Present the findings of the study in a form which will be useful to lower level construction contract managers to avoid disputes

Scope and Limitations

This study deals with a broad subject area and is intended to have implications for Air Force construction contract management. Nonetheless, the scope of the study is restricted by the following criteria:

- 1. The number of cases studied was 60
- 2. The case years examined were 1977 through 1981
- 3. Only cases at the ASBCA level were examined
- 4. Only projects within the United States were examined

These limitations relate to the choices of research population and sample, and are discussed further in Chapter Five.

CHAPTER TWO

Introduction

This literature review identifies those problem areas believed to be the most detrimental to the success of construction contracts, as well as the suspected causes of these problems. The information presented in this section was gathered by way of a comprehensive search of the Air Force Institute of Technology (AFIT) libraries, the Air Force Weapons Library (AFWL), and the Wright State University Library. The sources of the information included AFIT theses, Defense Technical Information Center (DTIC) studies, Defense Logistics Information Exchange (DLSIE) reports, government publications, and trade journals.

The studies in the literature differ in four significant respects: 1) type(s) of contracts studied (construction, supply, research and development, and/or service contracts); 2) phases of the contracting process studied (specification preparation, advertising/bidding/awarding, contract administration, and/or inspection); 3) scope of the problems analyzed; and 4) objectivity of the research methods used. The reasons for these differences are due partly to the nature of this topic, and partly to the

different interests of the groups supporting or performing the studies.

A major objective of many of the research studies which analyzed construction contract disputes was to determine the frequency of occurrence of the various types of claims. There is a great deal of disparity between the rankings of claims in the various studies, so that it was impossible to develop one absolute ranking of the types of claims (see Table B-1, Appendix B). However, although the differences between the studies prevent direct comparisons of the studies, it was still possible to extract the central ideas from all of the studies to develop a general discussion of the claims in construction contracts.

When the literature discusses the claims put forward by the contractor at the outset of disputes, it frequently suggests causes for those disputes. One study (2) also mentioned certain distinguishing characteristics of projects which tend to affect the likelihood of disputes. These distinguishing characteristics of projects closely resemble project features as described in Chapter One, and include such things as contract type, type of work, type of product, and total contract value. Since these distinguishing characteristics appear in only one study, they have been omitted from the following discussion. The discussion will focus mainly on contractors' claims and the causes of these claims.

Discussion

Contractors' Claims and Suggested Causes

The claims put forward by contractors and the suggested causes of these claims closely resemble the variables described in Chapter One as claim categories and pertinent facts, respectively. The literature generally centered the discussion around a certain type of claim, and described the various possible causes for the claim. There was one major exception to this format which involves the contractor's profit motive to perform. "The prospect of reduced profit or no profit on a job causes parties to the contract to seek methods for recovery [38:70]."

At this point, the possibility of recovery through a claim may become the only way to make a project profitable.

When a project is in the red, the contractor usually reviews its entire history thoroughly, looking for the reasons why it is losing money. If he finds the owner responsible in any way, he then exploits this with a claim [24:334].

However, having mentioned the possibility of a loss of profit being a motivator for the contractor to enter into the disputes process, the following discussion will assume the claims forwarded by the contractor are caused by factors other than a lack of contractor profit. The discussion of claims and their causes will be discussed under the following headings:

- 1. Defective specifications
- 2. Government personnel acting improperly

- 3. Delays
- 4. Changes

Defective Specifications

The discussion of claims in the literature often presents defective specifications as the most frequent type of claim forwarded by construction contractors (6:72; 34: 32-40). Problems and disputes in this area result from a failure of the specifications to communicate the owner's desires to the contractor (9:21; 29:33). The reasons for these breakdowns in communication usually involve the following:

- 1. Errors actually committed by the designer/specifier in describing the owner's desires
- 2. An unreasonable interpretation by the contractor of the specification requirements.

Three of the claim categories listed in Chapter One fall within the defective specifications area of a claim: 1) ambiguities in specifications claims; 2) omissions/conflicts in specification claims; and 3) errors in specifications claims.

Ambiguities occur when a qualitative or quantitative description is used which has more than one reasonable interpretation (9:19-20; 18:78; 27). Some words are so susceptible to misinterpretation by the contractor, and so difficult to explain to a jury or ASBCA judge in possible subsequent

disputes, that it is wiser to use another word or phrase to describe a particular activity (29:33). Example of words to avoid or use with care include the following: all, any, and/or, and, at, either, both, each, clean, smooth, square and true, level, and exact (21).

Conflicts occur when the different requirements in the specification do not contribute toward the homogeneous product desired by the owner. This type of defect frequently occurs when insufficient time is allowed for specification preparation (13:473). A common type of conflict involves specifications that do not match drawings (15:62), a situation which may be avoided by preparing specifications concurrently with drawings (17:78). Also conflicts are more likely to occur when dimensions, capacities, and quantities are shown in more than one place (29:33). Omissions (9:19; 13:475; 29:34; 38:70) occur when the specification fails to describe a part of the desired end product. Disputes in this area typically involve two closely related issues (3):

- 1. Should the omissions have been obvious to the contractor (often determined by comparisons with normal trade practices)? If so, he is required to notify the owner regarding the omission so the specification can be corrected prior to contract award.
- 2. According to normal trade practices, did the omission concern an item nearly always provided as a part of the particular end product? If so, there is no need to

include such a requirement in the specifications.

Specifications carry an implied warranty that if they are complied with, a satisfactory product will result (9:20). However, many specifications include requirements that are impossible or impracticable to achieve (17:77-78; 18:78; 27). This type of defect may be caused by errors in specifications, drawings, and/or design (24:469).

[An] impossibility quite often involves situations in which performance and design specifications are mixed, or situations where specifically named items are unavailable [9:19].

On the other hand, it may also be caused by something as simple as inconsistent dimensions (9:19). Although every effort must be made to minimize impossible/impracticable specifications, man is fallible and will continue to make mistakes (13:474).

In addition to the causes cited above, there are other more pervasive causes of defective specifications.

These underlying causes of defective specifications are discussed in the following paragraphs and include:

- 1. The dynamic nature of the construction environment:
 - 2. The methods used to develop specifications; and
- 3. The qualifications of the individuals preparing the specifications.

The rapid rate at which the type of construction materials and design methods are multiplying and changing

makes it increasingly more difficult for specifiers, designers, and contractors to maintain a current knowledge of the product lines and construction methods. As such, this dynamic environment adds to the difficulty of producing a specification free of defects (25), and may lead to omissions, impossible or impracticable requirements, incorporation of inaccurate technical data in specifications, or added difficulty in determining whether substitutions for requirements in the specifications should be allowed (determination of "or equal")(18:78). The following situations particularly cause problems for specifiers, designers, and contractors:

- 1. When new products are specified (15:6; 24:469);
- '2. When old products are specifed in new applications (15:61; 24:469; 25);
- 3. When specifiers/designers use new design or construction methods for which the industry is not ready (24: 469; 25).

A practice which also frequently results in contractual problems/disputes is the use of standard contract documents (16). This practice frequently leads to outdated and excessively voluminous specifications that also may not fit the particular job (15:63; 17:78). Attempts to fit previous specifications to a new job--"cut and paste" specifications--frequently result in similar problems (24:469).

Another situation which further aggravates all other

causes of defective specifications is the lack of competent and experienced specification writers (8; 15:60; 19; 31:22; 33:11). Schools are not producing individuals trained to write specifications (31:22). Additionally, the low starting salaries for specifiers often attract inexperienced, lower quality individuals (8; 19). These individuals often lack field construction experience, the ability to write clearly (33:11), and adequate knowledge of the rapidly developing line of current products (31:22). The findings of one very detailed study in the area of defective specifications are presented in Tables B-2 and B-3, Appendix B. This study analyzed the most frequent sources of problems with respect to producing an adequate set of specifications as perceived by both owners and private design professionals (8).

Thus, the literature shows that defective specifications have been established by a number of investigators as a major type of claim which may result from many different causes.

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Government Personnel Acting Improperly

Another major claim put forward by contractors involves government personnel acting improperly. This type of claim may include improper inspection, unfair policies/provisions, improper termination procedures, or financial problems.

An important point which should be mentioned here involves the cooperative spirit between the government and the contractor. Frequently, due to the conflicting objectives of the government and the contractor, an adversarial relationship may develop between the two parties (11:96; 30; 38:70). Even when the government and contractor are both cooperating, it is difficult to successfully complete a construction contract. The existence of an adversarial relationship results in frequent confrontations between the government and contractor, which often impair the effectiveness of both parties. As such, an adversarial relationship between the government and contractor increases the likelihood of occurrence of a claim.

Inspection. Inspection, like specifications, is a particularly sensitive area in construction contracts.

Under the Air Force approach to construction, "We often see the low bid contractor, who provides only what he interprets to be adequate response to the plans and specs in order to maximize his profits [11:96]." On the other hand, the Air Force construction management team, with the inspector as its front-line representative, interprets the contract documents in a way that will maximize the results they expect to produce (11:96). According to AFR 89-1, the inspection effort must insure that

The construction contractor adheres to the approved plans and specifications to insure that the completed

project provides a complete and usable facility that satisfies the requirement for which it was originally justified [37:p.3-10].

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Naturally, because the contractor and inspector have different objectives, everything the inspector says or does is subject to criticism and possible suit (7:78; 18:78). Thus, it is important that the inspector maintain a formal, arms-length, businesslike relationship with the contractor, and not overstep his authority (7:78; 30:58).

Due to the sensitive nature of inspectors' duties, close supervision and control of inspectors' actions in the field are required in order to reduce the chance of disputes. This need for close supervision is made more acute by the fact that the low salaries and fees provided to inspectors often attract low quality personnel (7:78). However, there is also an increasing shortage of competent resident engineers (the inspector's supervisor). Thus, the construction industry is currently plagued by incompetent inspectors and inadequate supervision of inspectors' actions in the field (18:78).

Due to the "numerous court cases throughout the state of California whereby people filed suit . . . for incompetent and nonexistent inspection [12:20]," California enacted a construction inspector practice law in 1978 to come into full effect by 1980 (12:20). This law requires inspectors to pass a written exam and register with the state Board of Registered Construction Inspectors.

The law sets up four divisions of inspectors: engineering inspectors, building inspectors, specialty inspectors (of which there are about 14 kinds), and code enforcement inspectors. . [12:20].

Several other states have adopted or are considering construction inspection laws.

One of the most critical of the inspector's tasks is proper documentation.

The legal principles applicable to any design or construction case are typically quite basic and uncomplicated. . . . It is the assembly and proof of facts that is so critical. . . .

For this reason, documentation should not be taken lightly or relegated to lower echelon personnel [32:40].

The process of documentation may be subdivided into a number of subtasks: "1) Recognition, collection and recordation.

2) Reporting, distribution, and transmission. 3) Initial utilization. 4) Storage. 5) Retrieval [32:40]." Each of these steps relies strongly on the other steps. One weak link can break the chain. Additionally, the documentation system should be easy to use, efficient, and effective. In order to be effective, the evidence collected must possess the following characteristics: 1) accuracy, 2) objectivity, 3) completeness, 4) uniformity, 5) credibility, and 6) admissability of evidence (22; 32:40).

Proper documentation is essential once a dispute has been initiated. Prior to the dispute hearing, the parties to the lawsuit can probably get information about the documentation in the hands of the other party. If the facts in

the documentation favor the party from whom the documents are requested, the discovering party may not be as likely to continue the dispute (22; 32:40-41).

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One representative study included a questionnaire with the purpose of identifying the most frequent problems with inspection in construction contracts (35). Forty-one percent of the responses from owners, consultants, and independent inspection agencies indicated the problems are related to the lack of competent inspectors, 26 percent of the responses indicated the problems are related to incompetent contractor personnel, and approximately 33 percent of the problems are related to policies or conditions, such as

- 1. Low fees and low salaries for inspectors
- 2. Specifications produced/used that make inspection difficult and compliance hard to enforce
 - 3. Contractors cutting corners
- 4. Owners not realizing the importance of funding for good full-time inspection
- 5. Uneven work loads that make it difficult to maintain a permanent staff.

From the contractor's perspective, the following are the most frequently encountered problems with respect to inspection in construction contracts:(35):

- 1. Specification interpretation by inspectors (29%) 1
- 2. Work habits of inspectors (29%)
- 3. Lack of experience by inspectors (20%)
- 4. Inspector interference with contractor's operation (10%)
 - 5. Attitude of inspectors (8%)
 - 6. Honesty of inspectors (2%)
 - 7. Lack of technical training by inspectors (2%)

Unfair policies/provisions and clauses. The contract often claims that certain policies/provisions in the contract are unfair (1:62; 6:72; 9:26,28; 17:77; 18:78; 24:469). The vocabulary used in the literature to describe this type of dispute includes such terms as liquidated damages, policies/unfair provisions, and broad exculpatory clauses.

If contracts are not written and administered fairly, disputes will surely arise (18:78). Recently the courts have been ruling in favor of the contractor in claims involving policies/unfair provisions or broad exculpatory clauses claims (9:26-27; 18:78). Since contracts are developed by owners and for owners, contractors were being abused in some

¹For the above-mentioned study, percentages refer to the number of times an answer is given by one of the respondents. Each respondent may report more than one problem area.

instances. Thus, to restore equity in contracts, the courts have been supporting contractors in disputes involving unfair policies/broad exculpatory clauses.

The use of owner-prepared schedules also results in contract disputes (17:77). If the contractor falls behind schedule, he often asserts that meeting the owner-prepared schedule would have been impossible or impractical.

Improper termination procedures. The claim of government personnel acting improperly may also occur in the form of improper termination procedures. The literature presents three subcategories of improper termination procedures: 1) improper termination for default, 2) improper termination for convenience, and 3) defective cure notice (1:62; 6:72; 34:32-40). Disputes in the area of improper termination procedures generally involve the terms of the termination and whether the actions taken by the government were warranted.

Firancial problems. Another subcategory of "government personnel acting improperly" claims is known as financial problems. It involves incidents whereby some act committed by the government creates unwarranted financial difficulties for the contractor which are detrimental to the contractor's performance (34:32-40). The important issues in this type of claim involve whether or not the government was responsible for the financial difficulties experienced

by the contractor and/or the extent to which these financial difficulties impaired the contractor's performance.

Delays

The literature also reveals that claims may be forwarded when the contractor's performance is delayed by forces beyond his or her control; these are known as delay claims. Whenever the contractor's performance is delayed by forces beyond his control, the government must provide additional time and/or money to the contractor. Two of the major sources of delays are government action/non-action and acts of God/labor movements. This type of dispute often results in the most expensive claims (24:469).

Government caused delays. Contract disputes often occur as a result of government caused delays. Any delay caused by the government affects the contractor's schedule, and thus results in additional costs (24:333-334). This type of dispute involves whether the owner or contractor was responsible for the delays, and/or how much additional cost was a result of the delays.

There are many ways in which the owner (the government), the engineer, or the contractor may cause delays (24:333-334). Some examples of owner caused delays include:

delaying contract award; failing to give access to the work site; letting other contracts in the same area; delaying decision; failing to pay for extra work, to settle change order costs, approve submissions, or provide burrow and dump sites [24:333]. The engineer may delay the contractor by "failing to approve shop drawings or materials on time, giving ambiguous directions, wrongfully rejecting work, or refusing to accept materials that meet specifications [24:333]."

Acts of God or labor movements. Acts of God include such things as unusually harsh weather or natural disasters which unexpectedly delay the contractor's performance.

Labor movements involve such things as union strikes which greatly reduce the readily available supply of labor. There is a clause in government contracts which states the contractor is not held responsible for delays due to acts of God or labor movements (Department of Defense Standard Form 23-A, General Provisions: Construction Contract, Rev. 4-75).

Therefore, disputes involving these types of delays often result when the government believes the factors causing the delay were controllable by the contractor, and/or agreement between the government and contractor cannot be reached regarding the exact effect of these delays.

Changes

Another frequent type of claim discussed in the literature is changes claims (4:19-20; 11:96; 14:20; 24:469; 28; 38:40). There are three subcategories of changes claims:

1. Government and contractor failure to agree on

terms of a change issued by the contracting officer (1:62; 9:20; 11:96; 24:469)

2. Changed site conditions (9:20; 14:154; 20; 38: 70)

3. Constructive changes (24:469).

As such, changes claims result when the government and the contractor fail to agree on whether a change to the original contract actually occurred, and/or the terms of the change

order (9:19-20; 11:96; 14; 24:469; 38:469). Failure to agree on whether a change actually occurred applies mainly

to changed site conditions and constructive changes.

Failure to agree on terms of a change. This type of change claim involves situations in which the government and contractor fail to agree on the terms of a change (9:19; 11:96; 24:469). For example, when a contracting officer makes a change to the contract, the contractor performs the work associated with the change, and the government and contractor later negotiate the time and money compensation for the change. Many times the government and contractor fail to reach an agreement on the terms of a change. When this situation occurs, the contracting officer may unilaterally issue what he or she believes to be fair compensation for the change to the contract. If the contractor disagrees

with these terms, a dispute results which may end in a claim.

Thus, at any time a change to the contract occurs, a claim may result.

There are four major causes for changes in contracts:

1) changes due to design defects (4; 28:26), 2) changes
requested by the owner (4; 28:26), 3) changes in criteria
(4), and 4) changed site conditions (4). These changes most
frequently occur during construction or modification of hospitals, barracks, and senior headquarters facilities, as
well as during pollution abatement and energy related projects (4). The magnitude of changes in government construction contracts is estimated to be between 8 and 11 percent
of the initial contract amount, approximately the same as
found in non-government construction contracts (4; 28:26).

Changed conditions. Changed conditions occur when the conditions as specified in the contract do not match the actual conditions encountered by the contractor at the construction site (9:20,28; 14:154; 20; 38:70). The government and contractor may disagree as to whether changed conditions actually occurred and/or the effects of the changed conditions on the contractor's performance. Some examples of changed conditions include the following (9:28; 38:40):

- 1. Failure by the owner to disclose superior know-ledge in the documents
- 2. Subsurface conditions not as indicated by soil borings

3. Failure by preceding contractor to complete work on time.

In most instances changed conditions cannot be anticipated or are of such diverse character that they are not readily controllable (4). They occur most often below ground rather than above ground. Since heavy subsurface construction work is extremely expensive today, changed conditions associated with underground work are usually extremely costly, running into millions of dollars (14:154-155).

Constructive changes. Constructive changes are changes other than those directed by the concracting officer that lead to extra costs for the contractor (24:469). This type of change occurs when some act committed by the government reasonably leads a contractor to believe that the government wants a change to the original contract, although the government did not actually desire a change. Thus, disputes in the area of constructive changes involve whether a government act reasonably led the contractor to believe the government wanted a change. The amount of adjustments of money and construction time associated with the change may also be disputed. Constructive changes have become very popular dispute issues (24:469).

Conclusion

The literature identifies various types of claims which occur in construction contracts. The claims closely

resemble the claim categories described and listed in Chapter One. Many of the studies in the literature also developed rankings of the frequency of occurrence of the various types of claims. There is quite a disparity between the rankings provided in these studies. Thus, an absolute ranking of the frequency of occurrence of the various claim categories does not exist.

For two of the types of claims, defective specifications claims and inspection claims, comprehensive rankings of the frequency of occurrence of the direct causes of these types of claims have been developed. However, no such rankings of direct causes have been developed for the other types of claims.

The literature also identifies many different types of factors which influence the occurrence of claims in construction contracts:

- 1. Direct causes (closely resembling pertinent facts as described in Chapter One) of specific types of claims;
- 2. Distinguishing characteristics of projects
 (closely resembling project features as described in Chapter
 One) which influence the likelihood of a claim occurring
- 3. A lack of contractor profit in the project which influences the likelihood of a claim occurring
- 4. An adversarial relationship between the government and contractor which influences the likelihood of a claim occurring.

The relationship between the claims and their causes is very complex and difficult to understand, since claims often result from multiple causes.

No previous study has attempted to analyze this complex network of factors.

CHAPTER THREE METHODOLOGY

Introduction

The methodology of this research included two steps: data collection and data analysis. The data collection step involved gathering secondary data from a literature review and primary data from sixty ASBCA cases. The data analysis step involved applying statistical techniques to the primary data from the data collection phase. Both steps of the methodology are discussed in this chapter.

Data Collection

Sources of Data

Secondary data were gathered in a comprehensive literature review on construction contract disputes and related topics. The results of the literature review are presented in Chapter Two. The role of this secondary data was to help the authors determine what project features, claim categories, and pertinent facts have been identified by previous research.

Primary data from 60 disputed Air Force construction contract cases were collected by examining case decisions of ASBCA hearings. These case decisions, called "decisions" henceforth, are bound in annual volumes with other Boards of

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Contract Appeals (BCA) decisions (3). They are written by the presiding ASBCA judge.

Each decision contains an introduction, a "findings of fact" section, and a section containing the judge's ruling on individual claims. The introduction section is a brief summary of the claims and major issues of the case. It also includes a list of attorneys on the case for both the government and the contractor. The findings of fact section contains an explanation of all facts relevant to the nature of the claim(s). The section is actually a series of "findings," sometimes numbered. Each finding deals with some minor point of contention (subordinate to the claim) or some fact which helps to clarify the reasons for the claim, the role of the participants, or the participants actions during the performance of the section. The discussion in each finding is usually based on the judge's evaluation of testimony by witnesses for both parties to the dispute.

The last element of the decision is the judge's rulings on the claims of the case. If the case is being decided on the basis of entitlement (non-quantitative) only, this section contains a statement on the validity of each party's position on the claims, and a ruling on which position is correct. If the case is decided on the basis of both entitlement and quantum, the ruling on each party's position is followed by a ruling on the correct amounts of time and/or money to be awarded. This section also includes

legal information, such as precedent citations or explanations of appropriate legal procedures.

The ASBCA cases in the BCA casebooks can be distinguished from other BCA cases by using the various indices at the beginning of each volume.

This study will only be concerned with disputes at the ASBCA level (instead of cases from the other levels of the dispute process described in Chapter One). There are several reasons:

- 1. The ASBCA level is preferred over the Contracting Officer level since the ASBCA case decisions are a more
 uniform and objective reporting of the facts and outcomes
 of a dispute than the individual contract case files (2).
- 2. Cases which have advanced to the ASBCA level take on an added degree of significance over the Contracting Officer level cases because the ASBCA level cases usually involve added administrative and professional costs (6:72).
- 3. Judicial level cases are not considered because fewer cases advance to that level. The greater number of construction contract disputes end up at the ASBCA level (26).
- 4. The ASBCA deals with more defense contracts than the judicial level courts and has more familiarity with problems unique to defense construction contracts (6:72).

The Research Population

The research population for this study consists of all Air Force construction contract dispute cases which met all of the following criteria:

- 1. The decision was rendered by the ASBCA between 1977 and 1981.
 - 2. The project was located within the United States.
- 3. The name of the Air Force base was mentioned in the decision.
- 4. The case was the initial appeal of a given dispute, not a "reconsideration" of an earlier board decision.

These criteria were established to ensure the applicability of the findings to current Air Force construction contract management in the U.S. The last two criteria also ensured that the cases were Air Force cases and that all the information items required for this study were present in the decisions. There were 10% cases in this population (see Appendix C).

The Research Sample

The cases in the population were listed in chronological order and 60 were selected by a judgement sampling technique. Starting with year 1981 of the population cases, every other case was chosen until 60 cases had been selected, which occurred in the year 1977. Later, the 60 cases were divided up between team members, who checked them again to be sure that they met eligibility requirements. This

forced removal of some cases from the population case list. To fill those slots on the sample list, some of the cases that had been skipped earlier in the sampling procedure were selected.

The number of cases chosen (60) was based on preliminary estimates by the researchers of the amount of time necessary to review and analyze an ASBCA case. This convenience criterion was then used to estimate how many cases the researchers could cover in a reasonable period of time.

Case Review Form

Once the sample cases had been selected, the next step was to extract information from each case and put it into a format which could be used for statistical analysis and interpretation. In order to accomplish this, a case review form was developed.

The case review form is a vehicle for recording relevant information relating to claims. It fulfilled two important roles:

- 1. It offered a central location for all relevant information on a case. If it was necessary to refer to a given case at a later point for clarification, the case review form was a ready reference sheet.
- 2. It provided consistency among the evaluations of different cases. Since the form contained the same elements of information for every case, it allowed cases to be

evaluated on a common basis. This produced uniformity by reducing the variation due to the individual characteristics of the researchers.

Development of the Form

The first step in the design of the case review form was to determine appropriate entries for the form. The entries were based on applicable construction contract information from the literature review, the prior knowledge of the researchers, and an initial review of eight ASBCA cases (not necessarily the same as those on the sample list)(see Appendix D). This initial case review, conducted by both team members, was designed to find additional pertinent facts and claim categories, and to confirm the applicability of those suggested by the literature review.

As a result of the initial case review and survey of existing information, a draft case review form was developed. The draft form was then used by both team members to review another eight cases (different from those in the initial case review, and not necessarily the same as those in the sample list). The results of the two case reviews were then compared. This second case review was used to ensure the case review form accurately collected the required information from the cases. The review was also intended to ensure that both team members had a similar understanding of the meaning of the entries on the form.

When the second case review was complete, a final case review form was developed (Figure 3.1).

Description of the Form

The final case review form contains the following five sections:

- 1. Heading. The heading section includes information which helps to locate the case if the write-up in the casebooks must be referred to later for more details. The heading also helps to establish the identity of a given case through the case number, date, and the name of contractor (which is also the title of the case).
- 2. Case information. This section includes information concerning the outcome of the claim and the basis of decision (entitlement and quantum), as well as the amounts claimed and awarded.
- 3. Project features. This information describes the nature of the project associated with the claim. For example, the type of work involved in the project and the design discipline required for the work associated with the claim are both mentioned.
- 4. Claim categories. These items are intended to correspond directly to the claims of the cases. They might be the actual title of a claim, based on a contract clause (i.e., differing site conditions) or a general categorization of the type of claim (i.e., ambiguous specifications).

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| L. Ambiguous Spees. 2. Onicelose in Spees. 3. Conflicts in Spees. 4. Differences in Live Propose Liquidatus lines like limited lines like lines lines like lines | | from of their (Clain): |
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| CLAIM CLAIM CLAIM CLAIM CATBORNES 4. Inservate tends. CATBORNES 6. Supposed by the arrive described to law the arrived described described to law the arrived described described described described described described described described described descr | | 1. Ambiguous Spees 16. Improper Liquidates |
| CLAIM | | |
| CLAIM 5. Impossibility of the next described 6. Immovarate tech. | . | |
| CLAIM S. Despecibility of the twit described to the twit described to the twit described to the data in speed. 7. Difference Site Conditions 8. Changes in Speed. 9. Challenges in the "Brown before the property to the twit of twit | ` | |
| CATBORNES 4. Inscrept tool. data in speed. 7. Differing Site General tool. 6. Changes in Speed. 9. Challenges in the The Speed. 10. Owner had comprior Insulation 11. Pallers to give content to the uses site 12. On Arting Empreyority Stephing Activity 22. On Spreading Activity Seed. 23. On Spreading Activity Seed. 24. On Spreading Activity Seed. 25. Depressely Spiceting Seed. 26. Empreyor 2 for 8 | er | 5. Impedability of 17. Supposter Improperty |
| Seta in opec. 7. Biffering Site Conditions 8. Changes in Spece. 9. Challenger in the The Special area 10. Owner had comprior Insulation 11. Pallars to give content to the content t | | the sold described |
| 8. Changes in Spece. 9. Challenger in the "We Squal" area 10. Owner had comprior inquiries 11. Palliure to give seems to the uses sibe 12. On Spreading Addition 13. Palliure to give seems to the uses sibe 14. Dans manufacture 15. Supremer 2 for 8 | | data in speed Birecting vert |
| 8. Changes in Spece. 9. Challenges in the "O' Creek Errors or Greek Errors 11. 00 Acting Decreporly 12. 00 Streeting Activity New York 12. 00 Streeting Activity New York 12. 00 Activity | | |
| 9. Challenger in the "D Bunit area 21. 00 Acting Derverly 22. 00 Streeting Addt'1 10. 10 | ł | S. Channel in Street. 20. Proof. Latent Defrete. |
| 10. Some had outprior 22. Of Sirecting AMON'S 12. No S | ŀ | 9. Gallenger in the |
| 11. Pallure to give access to the sect alto | - 1 | plant, nee Tr. on warmet untenbesta |
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| unct allo june 20. Improper 2 for 0 | j | 11. Pallure to give 43. 60 Improperly Rejecting |
| to Sum Hadamanda | ł | secret to the |
| | | 1 |
| 13. Overscalous | j | 13. Sympachius |
| importion (continue) | | Secretion (continue) |

| İ | Métitional Claim Categories |
|---------|--|
| T SMLHT | 2. Need for Change Order 2. Peer Criteria at the Start of Design 3. theed for Addendum 4. Peer Secumentation 4. Peer Secumentation 5. Interpretures 6. Absence of the Contractor's Supervisor 7. Peer Secumentation by Contractor's Supervisor 8. Absence of the Contractor's Supervisor 9. Contractor's Prior Baperiors 9. Adversory Distinably 10. Change in Experiors 10. Also Sirvets 11. Lack of Goordination Generator's 12. Change in the Contractor 13. Unage in the Contractor 14. Displaced Change in Secumentation Generator's 15. Unage in Experiors 16. Also Free Priceages 17. Peer Secumentation Baperiors 18. Change in Experiors 19. Change in Experiors 20. Change in Experiors 21. Change in the Contractor 22. Change in the Contractor 23. Change in the Contractor 24. Change in the Contractor 25. Change in the Contractor 26. Also Free Price Change in Experiment Participation 26. Change in Experiment Participation 27. Change in Experiment Participation 28. Change in the Contractor 29. Adversary Prior Change in the Contractor 29. Adversary Prior Change in the Contractor 20. Change in the Contractor 21. Change in the Contractor 22. Change in the Contractor 23. Change in the Contractor 24. Also Free Change in the Contractor 25. Change in the Contractor 26. Also Free Change in the Contractor 29. Adversary Prior Change in the Contractor 29. Adversary Prior Change in the Contractor 29. Change in the Contractor 29. Change in the Contractor 29. Adversary Prior Change in the Contractor 29. Adversary Prior Change in the Contractor 29. Change in the Contractor 20. Change i |
| - | Committee : |

Fig. 3.1. Case review form

5. Pertinent facts. Pertinent facts help to explain why a given claim occurred. They give information related to the performance phase of a project, and any other facts the judge felt were pertinent to the nature of a claim.

Using the Form

After the final case review form had been developed and tested, it was used to examine the 60 cases in the sample. (See Appendix C for the completed forms.) In order to decide which claim categories were appropriate in a given decision, the concluding (rulings) section of the decision was inspected. If there were two or more claims in one case (a "multiple claim case"), a separate form was used for each claim, since each claim had its own individual characteristics, and could have been appealed apart from other claims if the appellant had chosen to do so.

Appropriate pertinent facts could come from any part of the decision (introduction, findings, or rulings), as long as they were relevant to the nature of the claim. A pertinent fact might relate to a contractor action or a government action. It might have been based on a point which was brought up by the contractor's attorney, the government's attorney, or the judge himself. It was possible to have more than one pertinent fact for a given claim category. The final decisions on appropriateness of pertinent

facts from each case were based on the team members' mutual understanding of the meanings of the individual pertinent facts on the case review form. Additional and new pertinent facts were selected on the basis of a similar mutual understanding of the general nature of pertinent facts.

For multi-claim cases, an evaluation was made of the applicable pertinent facts for each claim. In such instances, one pertinent fact might relate to all of the claims. For example, in a case with two claims (differing site conditions and ambiguous specifications), the same pertinent fact (poor documentation) might apply to both claim categories. On the other hand, each claim category might have its own unique pertinent facts.

Each of the last three sections of the form contain blanks for comments and additional items (project features, claim categories, and pertinent facts). These blanks gave the researchers an opportunity, while reading the cases, to explain or expand on an item which was not clear-cut, or to propose a new item if appropriate. The comments blanks gave enough information concerning crucial issues that it would not be necessary to refer to the casebooks if a later reorganization of claim categories and pertinent facts occurred. The additional item blanks were used to list an appropriate project feature, claim category, or pertinent fact that was not on the list.

Review of the Completed Forms

After all the cases in the sample had been reviewed, the investigators determined what case information items, project features, claim categories, and pertinent facts resulted from the data collection step. As a result of the conference, a list of these items was prepared (see Appendix E).

Coding and Categorizing the Information

The list of items resulting from the data collection step was condensed to a list of four case information items, five project features, seven claim categories, and eleven pertinent facts. The condensing process was necessary for efficient application of statistical techniques. Numerical codes were then assigned to the lists of seven claim categories and eleven pertinent facts so that the data could be statistically analyzed. Figure 3.2 presents an overview of the coding process.

Project features were merged with case information to form a special group called "analysis factors." This group was developed strictly for statistical analysis.

Although the two types of information have different meanings, they have structures which are similar enough to warrant grouping them together for analysis purposes. Both project features and case information have a number of different possible modes of occurrence. These modes of

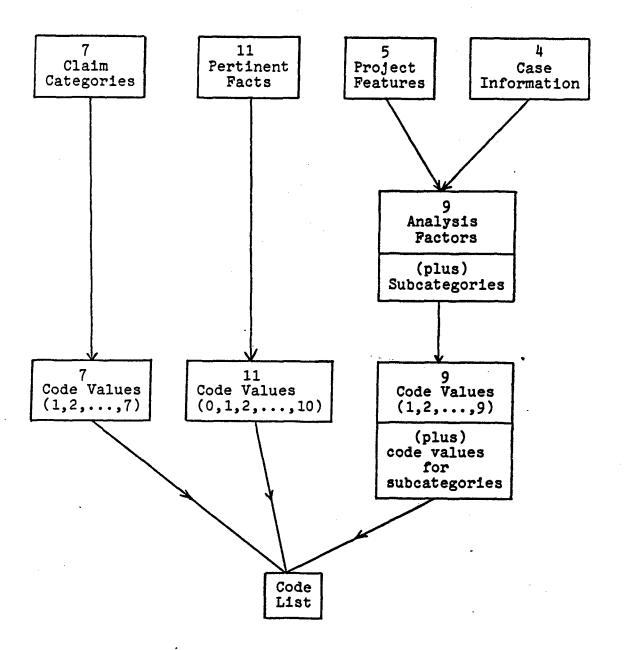


Fig. 3.2. Coding process

occurrence are called "subcategories" of analysis factors. For example, the analysis factor "design discipline" has four subcategories: electrical, mechanical, civil, and structural. Some analysis factors (such as size of contract) did not have a clear set of existing subcategories because their possible values ranged in whole number intervals from zero to the largest values. Arbitrary subcategories were developed for these analysis factors, and numerical codes were assigned to all analysis factors and their subcategories.

The result of establishing codes for analysis factors, pertinent facts, and claim categories was a code list (see Appendix F). The coding of the actual data was then performed by assigning appropriate code values (from the code list) to analysis factors, claim categories, and pertinent facts from the case review forms. The following sequence was used to list the code values for each claim:

- 1. Analysis factor code
- 2. Subcateogry code
- 3. Claim category code
- 4. Pertinent fact code

Two of the analysis factors, "award amount" and "claim amount," did not appear in every claim. They were omitted from some sets of data elements.

The results of the coding process were alist of data points, each corresponding to a different combination of

analysis factors, claim categories, and pertinent facts.

Data Analysis

An analysis of the data was performed to identify relationships existing between the following three types of factors: 1) analysis factors, 2) pertinent facts, and 3) claim categories. The main focus was on identifying strongly positive correlations, since these correlations would enable conclusions to be drawn.

The analysis was performed through an incremental process, using a computerized statistical package called the Biomedical Parametric Package (BMDP)(10). First, acceptable contingency tables had to be produced for analysis factors versus pertinent facts versus claim categories. The contingency tables had to meet two criteria:

- 1. The contingency tables had to contain a small number of sampling zeros.
- 2. The combination of categories corresponding to each cell of the table had to interact to provide meaning-ful information.

Sampling errors appear as zero values in the cells of contingency tables. These zeros occur because the combination of events corresponding to the zero-value cells does not occur within the sampling data.

Contingency tables with a high percentage of sampling zeros provide misleading statistical results. The

dependency within a contingency table is determined by the degree of trends within the data. A zero-value cell results in a strong negative correlation between those events corresponding to the zero-value cell. Thus, a high number of sampling zeros leads to a high number of strongly negative correlations. This high number of negative correlations indicates a certain trend in the data--the tendency of certain combinations of events not to occur together. Since the dependency within a contingency table is determined by the degree of trends within the data, this trend caused by the sampling zeros indicates there is a statistically dependent relationship between the different dimensions of the table. This determination of a dependent relationship may be misleading when a high number of sampling zeros exists, because the cells containing positive values may not support the finding of a statistically dependent relationship. As such, the extension of the dependent relationship to the positive value cells may lead to faulty interpretations of the data.

The number of zero-value cells can be reduced by a process called "collapsing," which involves combining rows or columns in such a way as to eliminate as many zero-value cells as possible, while still allowing for meaningful interpretations. Care was taken to collapse only categories with appropriate similarities. Although collapsing normally results in a reduction in the degree of specificity of

conclusions, if categories are combined properly, the analyst can still develop more general but meaningful conclusions.

Once acceptable contingency tables were produced, these tables were tested for statistically significant dependent relationships between the various dimensions of the contingency tables. The Pearson Chi-Square Test was used to determine dependence between the rows and columns (10:252). Since the test for dependence was performed at the 90 percent significance level, the a-value of the test is 0.1. Thus, there is a statistically significant relationship between the dimensions of a contingency table when the p-value produced for the contingency table is less than 0.1.

Residual values were produced for each cell of those contingency tables which indicated dependent relationships between the dimensions of the table. Since the "residuals are measures of the difference between the observed and expected values of the cells [10:268]," the magnitude of the residuals indicates the degree of correlation between .e-cific categories of one dimension of the table and specific categories of other dimensions of the table. The degree of correlation indicates the tendency of specific values of the different dimensions of tables to occur together. Specific interpretations were then drawn from these tendencies.

CHAPTER FOUR FINDINGS

Three-Way Analysis

The initial analysis involved a three-dimensional multiway table. The purpose of this analysis technique is to

attain a description of the relationship between the factors of the table, either by forming a model for the data or by testing and ordering the importance of interactions between the factors [10:297].

The three dimensions of the table were: 1) analysis factors, 2) pertinent facts, and 3) claim categories. Due to the nature of the data, one dimension of each table consisted of the subcategories of one of the analysis factors, and the second and third dimensions of each table included all of the pertinent facts and claim categories, respectively. (A three-way analysis is illustrated in Table 4.1.)

In the first set of three-dimensional tables produced, the claim categories and pertinent facts were grouped into 7 and 11 categories, respectively (see Appendix H).

Total numbers of occurrences of each analysis factor, pertinent fact, and claim category were provided with each table (Table 4.2). These total values indicated that an insignificant number of data points existed for award amount, so this analysis factor was omitted from further analysis.

TABLE 4.1

EXAMPLE OF THREE-WAY CONTINGENCY TABLE WITH 11 PERTINENT FACT CATEGORIES

| • | C I NONE FAILRE | HONE | FAILREAD SITEINY | SITEINV | KTRDELAY | ADD [TI V. | UNDERES | UARGART | KTRDELAY ADDITIVE UNDERES WARRANTY GOVINGT | KIAMBT | KTAEKP | SUBATL |
|------------|-----------------|------|------------------|----------|----------|-------------|---------|---------|--|-----------|--------|--------|
| 22 | | - | • | • | • | • | | | | - | | • |
| | ERPOR | • | - | • | • | • | | • | • | • • | • | • |
| | DIFFSC 1 | • | | ~ | • | • | | | • | • | • | • |
| | CHANGES I | • | • | • | • | - | . = | • | • | • | • | ~ |
| | AMHIG E | • | 'n | # | • | • | • | • | • | | • | • |
| | I SSINO | • | - | • | - | • | • | - | - | • | • | • |
| | COPROB | - | • | • | • | - | • | • | • | - | • | • |
| | · | • | • | (| , | | • | • | | | | - |
| 5 | 1 100 | • | • | • | - | • | • | • | • | • | • | r |
| | E MOR | • | • | • | • | • | • | • | • | • | • | • |
| | 711120 | • | • | • | • | • | - | • | • | | • | • |
| | CHANGES | - | • | • | • | • | • | • | • | - | • | • |
| | 91 W.Y | • | | - | • | - | *** | • | • | - | • | • |
| • | I SSIKO | • | - | • | - | • | - | • | - | • | • | • |
| | COPROB 1 | - | • | • | - | • | • | • | • | • | • | • |
| ; | | , | | | | | | | | | | • |
| 614 | OFLAV | - | - | • | - | • | • | • | | ~ | • | • |
| | 1 20 04 | • | • | • | • | • | • | - | • | - | - | • |
| | 017750 | ~ | | • | -4 | • | • | • | • | • | | • |
| | C44 X6 C5 | • | - | • | • | • | • | • | • | | • | • |
| | AMBIG | • | ~ | • | • | • | • | • | ~ | - | ~ | • |
| | 1 23 HO | • | ~ | - | • | - | • | • | • | = | • | • |
| | COPPOR | - | • | • | • | • | | • | ~ | • | • | • |
| | - | | | | • | | | | | | | |
| STRUCT | 051.47 | _ | - | • | _ | • | • | • | - | - | • | • |
| | E AN OR | • | ~ | • | • | • | • | ~ | • | 19 | | - |
| | DIFFEC | ~ | - | - | • | - | • | • | - | • | • | • |
| | CHANGES ! | • | • | • | • | • | ~ | • | m | ^ | ~ | • |
| | A 25-16 | • | - | ~ | • | ~ | • | • | • | • | • | • |
| | 0 PT 55 1 | - | • | • | - | • | - | • | • | | -4 | • |
| | COPROS | - | • | • | • | • | _ | • | | 199 | - | ~ |

THE TOTAL FREQUENCY IS 135

*These are computer variable names for our analysis factors, claim categories, and pertinent facts (see Appendix G).

TABLE 4.2

TOTAL OCCURRENCES OF VARIABLES

| Subcategories | Total | Subcategories | Total |
|--|--|--|----------------------------------|
| ENTLMT* | 100 | FR5T20T | 18 |
| BOTH | 26 | FR20T50T | 33 |
| KTR | 37 | OVER50T | 12 |
| GOVT | 89 | · UNDERIT | 12 |
| ELEC | 18 | FR1T10T | 5 |
| MECH | 13 | OVER10T | 6 |
| CIVIL | 32 | UND100T | 39 |
| STRUC | 70 | FR100T1M | 44 |
| NE | 17 | OVER1MIL | 24 |
| SE | 28 | | |
| • | | | |
| MIDWES'T | 52 | Claim Categories T | <u> </u> |
| MIDWES'T WEST | 52 29 | Claim Categories DELAY | rotal 18 |
| | | | |
| WEST | 29 | DELAY | 18 |
| WEST TAC | 29 32 | DELAY | 18 11 |
| WEST TAC SAC | 29 32 30 | DELAY ERROR DIFFSC | 18 11 18 |
| WEST TAC SAC MAC | 29 32 30 23 | DELAY ERROR DIFFSC CHANGES | 18 11 18 21 |
| WEST TAC SAC MAC OTHER | 29 32 30 23 41 | DELAY ERROR DIFFSC CHANGES AMBIG | 18 11 18 21 36 |
| WEST TAC SAC MAC OTHER NEWCONSTR | 29 32 30 23 41 36 | DELAY ERROR DIFFSC CHANGES AMBIG OMISS | 18 11 18 21 36 10 |
| WEST TAC SAC MAC OTHER NEWCONSTR ADDTN | 29 32 30 23 41 36 26 | DELAY ERROR DIFFSC CHANGES AMBIG OMISS | 18 11 18 21 36 10 |

*Names of subcategories and other variables are shown as computerized variable names (see Appendix G).

TABLE 4.2 - Continued

| Total |
|-------|
| 15 |
| 24 |
| 11 |
| 11 |
| 4 |
| 5 |
| 2 |
| 16 |
| 25 |
| 13 |
| 7 |
| |

Additionally, these tables included a great many sampling zeros (see example, Table 4.1), which indicated that the statistical findings were unreliable. Thus, the categories of this first set of tables had to be collapsed to reduce the number of sampling zeros.

It was determined that collapsing pertinent fact categories would be more beneficial than collapsing either claim categories or analysis factors. Not only did many of the pertinent fact categories contain a high percentage of sampling zeros, but these categories also exhibited the greatest degree of similarity between categories.

The pertinent fact categories were collapsed through an incremental process in an attempt to produce a contingency table with an acceptable number of sampling zeros, which still provided for the most meaningful conclusions possible. The pertinent facts were first reduced from 11 to 7 categories. The categories of additives, Warranty, contractor's experience, and submittals were selected as candidates for collapsing. These categories occurred only a total of 4, 2, 13, and 7 times, respectively, out of the 126 total occurrences of pertinent facts. Additives was combined with failure to read specifications; warranty and contractor's experience combined with contractor's management; and submittals was combined with government management. These groupings were selected based on similarities between the categories. However, the tables produced using these

new groupings of pertinent fact categories still contained nearly 50 percent sampling zeros (see Table 4.3). Thus, the pertinent fact categories had to be further collapsed.

The pertinent facts were next collapsed to 4 categories. The categories considered for collapsing were site investigation, contractor delay, additive, underestimation, warranty, contractor's experience, and submittals. These categories contained total values of 12, 11, 4, 5, 2, 13, and 7, respectively. Table 4.4 indicates which categories were grouped together and the titles given to these groupings. This level of collapsing represented the minimum level to which pertinent facts could be collapsed and still provide for meaningful interpretations of the data. However, within these three-dimensional tables nearly one-third of the cells still contained sampling zeros--too large a number of zero value cells to provide reliable statistical findings (see example, Table 4.5).

In order to further reduce the sampling zeros to an acceptable level, either analysis factors or claim categories had to be further collapsed. After careful consideration of both types of factors, it was determined that only claim categories could be further collapsed. Therefore, the categories of omission and errors in specifications were combined with ambiguous specifications to reduce the claim categories from seven to five. Three-way contingency tables were then produced for each analysis factor with five claim

EXAMPLE OF THREE-WAY CONTINGENCY TABLE

TABLE 4.3

WITH SEVEN PERTINENT FACT CATEGORIES

| 3C ' ' | HE FOLLOWING CC C | E PF L NONE | (P) FAILREAD | SITEINV | KTRJELAY | UNDERES | KTRMST | TOKTUDE |
|--------|-------------------------|----------------|-----------------|------------|----------|-------------|--------|---------|
| ELE: | DELAY I | l l | • | • | 9 | • | L | • |
| | ERROP | i e | • | 0 | . • | | • | t |
| | OLFF3C 1 | . 0 | 1 | 2 | • | ., G | 0 | . 1 |
| | CHANGES | • | . • | • | 8 | • | 1 | 2 . |
| | 448[6 [| • | 3 | 1 | Q | • | 2 | • |
| | 0×123 1 | • | 9 | . • | 0 | • | • | |
| | COPFOS 1 | 1 | • | • | 0 | • | 1 | • |
| HECH | OELAY I | • | • . | • | | 0 | • | • |
| | ERMOR E | | • | | , 🐧 | • | • | • |
| | BIFFSC I | • | • | . 0 | • | 0 | 1 | |
| | CHANGES E | 1 | • | | 4 | • | 1 | |
| | I DIRNA | 0 | • | 1 | 0 | 1 | 1 | |
| | 1 22 JKG | • | • | 1 . | • | Q . | 0 | |
| | COPPOB I | 1 | . 0 | • | 1 | 9 | 0 | • |
| CIV | DELAY I | | • | • | 1 | . • | 1 | 1 |
| | ERROR I | . 8 | . 3 | • | | .0 | 1 | á |
| | OIFFSC I | 2 | 1 | • | Ĺ | 8 | i | 2 |
| | CHANGES I | • | • | • | ě | 0 | Š | |
| | 1 BIRMA | 0 | 2 | • | 0 | | Š | 2 |
| | 0#(55 I | 6 | 2 | Ł | | | . 1 | ã |
| | COPROB I | • | 1 | 6 - | • | 1 | 2 | 2 |
| STRUCT | DELAY E | 1 | • | • | 7 | • | 1 | 2 |
| | ERROR I | | 2 | • | • | 0 | 6 | ĩ |
| | OTFFSC I | 2 | 6 | 1 | Ō | 0 | ŏ | · i |
| | CHANGES [| 3 | • | ē | Ū | 2 | 5 | š |
| | AMRIG I | oʻ | 10 | 2 | • | • | • | ě |
| | i eeing | 1 | 3 | • | | ė | 2 | e |
| | CCPROS I | 1 | • | • | ā | 1 | ā | Š |

THE POTAL PREQUENCY IS 134

SYORA JJES HOAD OF COCCA 21 DEC.

TABLE 4.4

COLLAPSING OF PERTINENT FACTS FROM 11 TO 4 CATEGORIES

| Li: | st of 4 Collapsed Categories | List of 11 Previously Existing Categories |
|-----|---------------------------------|---|
| 1. | None | None |
| 2. | Prebid Issues | Failure to Read Specifi- cations |
| | | Site Investigation |
| | | Additive |
| | | Underestimation |
| 3. | Contractor Management | Contractor Delay |
| | • | Warranty |
| * | | Contractor's Experience |
| | | Contractor's Management |
| | | Submittals |
| 4. | Government Management | Government Management |
| 4. | Government Management | |

TABLE 4.5

EXAMPLE OF THREE-WAY CONTINGENCY TABLE WITH FOUR PERTINENT FACT CATEGORIES

| | THE FOLLOWING | | | · | |
|-------|---------------|---------------------------------------|---------------------------------------|--------|------------|
| 30 | ÇE I | PF | (P) | ****** | |
| 7 | C 1 | 3ACH | PRERIO | KTRMGT | COVERGE |
| SL ES | DELAY | 1 | | • | |
| -6 -5 | ERRSR I | _ | | • | |
| | DIFFSC | | | ä | |
| | CHANGES I | | ĩ | • | i |
| | AMBIG I | | | • | |
| | 221KG | • | · · · · · · · · · · · · · · · · · · · | | ž |
| | COPAGE I | • | | | |
| | 1 | • | • | • | • |
| MECH | DELAT Î | • | | 2 | a |
| | ERROR I | · | Ď | ö | ě |
| • | DIFFSC I | à | ě | i | ě |
| | CHANGES I | · . i | . 0 | ĭ | ě |
| | AMBIG T | i á | 6 | 1 | |
| | 1 22 INC | ě | Ō | ī | ě |
| | COPROR I | 1. | • | 1 | • |
| | 1 | | - | _ | |
| CIA | DEL AY I | 1 | • | 2 | . 1 |
| | ERAOR I | · · · · · · · · · · · · · · · · · · · | . 3 | . 1 | • |
| | DIFFSC I | 2 | 5 | . 2 | 0 |
| | CHANGES I | • | • | 1 | 9 |
| | 1 91884 | • | 2 | 3 | 2 |
| | 04138 I | 0 | 3 | . 1 | 0 |
| | COPROS I | . 4 | 2 | 2 | 2 |
| | I | | | | |
| STAUC | | ı | 0 | 9 | 1 |
| • | errgy I | 9 | 2 | 7 | |
| | . DIFFSC I | 5 | 1 | 0 | 1 |
| | Changes I | 3, | 2 . | 3 | s . |
| | AMMIG [| 0 | 15 | • . | 0 |
| | 1 - 221MC | 1 | 3 | 2 | • |
| | COPROB I | 1 | ı | 6 | 3. |
| | | | | | |

.500 IS ADDED TO EACH CELL ABOVE

THE TOTAL PREQUENCY IS 135

. FOR AMALYSIS.

;;

categories and four pertinent facts. However, these contingency tables still contained more than 25 percent sampling zeros (see example, Table 4.6), so these tables were still unacceptable.

Two-Way Analysis

Since no further collapsing could be accomplished and still provide meaningful information regarding three-way relationships between the three types of factors, two-dimensional analysis was performed. Transitioning from three-way to two-way analysis has essentially the same effect as if all categories in one of the dimensions were collapsed into only one category. Thus, two-dimensional analysis should produce substantially fewer sampling zeros than did three-dimensional analysis.

Analysis was then performed on the following two-dimensional sets:

- 1. Analysis factors and claim categories
- 2. Analysis factors and pertinent facts
- 3. Pertinent facts and claim categories

The same incremental process of collapsing that was used in the three-way analysis was also used in the two-dimensional analysis. An acceptable number of sampling zeros occurred with tables at the point where pertinent facts had been collapsed to four categories, and neither claim categories nor analysis factors had been collapsed.

TABLE 4.6

EXAMPLE OF THREE-WAY CONTINGENCY TABLE WITH FOUR PERTINENT FACT CATEGORIES AND FIVE CLAIM CATEGORIES

| DELAY 1 DIFFS C 1 HANGES 1 HANGES 1 DPROR 1 DIFFS C 1 HANGES 1 HANGES 1 | 1 2 1 0 0 | 0 1 1 10 0 | 3 1 3 7 3 | 0 8 2 1 9 |
|---|---|------------------------|-----------------------|-----------------------|
| DIFFEC I MANGES I MOSES I MOSES I MOSES I MOSES I MOSES I | 2 1 0 1 0 | 1 10 0 | 1 3 7 3 | 2 1 0 |
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Test for Dependence Between Factors

The Pearson Chi-Square Test was then performed on the two-dimensional tables in which pertinent facts had been collapsed to four categories. Since the test was performed at the 90 percent significance level, the probability value (p-value) provided with each contingency table was compared against an α of 0.1. If the p-value was less than $\alpha = 0.1$, then a dependent relationship existed between the dimensions of the table (see Table 4.7).

The three different combinations of factors listed below were treated as three separate sets for possible further analysis:

- 1. Analysis factors and claim categories
- 2. Pertinent facts and claim categories
- 3. Analysis factors and pertinent facts
 Unless every table within a set indicated a dependent relationship between its two dimensions, the entire set of tables was omitted from further analysis. By omitting categories that did not meet this criterion, a more consistent level of conclusions may later be drawn from the analysis. Thus, only analysis factors versus claim categories and pertinent facts versus claim categories were considered for further analysis. Analysis factors versus pertinent facts was omitted at this point from all further analysis.

TABLE 4.7

RESULTS OF PEARSON'S CHI-SQUARE TEST

| Dependent Relationship (>.10) | yes | yes | yes | S O V | yes | yes | y es | yes | yes | no | yes | ou | yes | yes | ou | yes | • |
|-------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|------------------|--------------------|--------------------|--------------------|---------------------|--------------------|--------------------|--------------------|---|
| p-value Depe | .0078 | .0025 | 4770. | .0847 | .0055 | .0126 | .0402 | , c884 | .0002 | .1368 | .0088 | 4LL. | .0637 | .0001 | .4905 | .0759 | |
| | vs Claim Categories | Claim Categories | vs Pertinent Facts | vs Pertinent Facts | vs Pertinent Facts | vs. Pertinent Facts | vs Pertinent Facts | vs Pertinent Facts | vs Pertinent Facts | |
| nalyzed | Factor #1 vs | #2 | #3 | 7# | # 52 | 9# | 1.1 | 6 | VB | #1 | #5 | #3 | 7# | 7# | 9# | L# | |
| Factors Analyzed | Analysis Factor | Pertinent Facts | Analysis Factor | Analysis Factor | Analysis Factor | Analysis Factor | Analysis Factor | Analysis Factor | Analysis Factor | |

Residual Values

As the last step of the actual statistical analysis of the data, residual values were calculated for every cell of the contingency tables of analysis factors versus claim categories and pertinent facts versus claim categories.

These residual values represent the degree of correlation between the categories of one dimension versus the categories of the other dimension for each of the tables. The tables of residual values are presented in Table 4.8 through 4.16.

TABLE 4.8

TWO-WAY FREQUENCY AND RESIDVAL TABLES FOR BASIS OF DECISION

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TABLE 4.9

TWO-WAY PREQUENCY AND RESIDUAL TABLES FOR

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| GOVE CTL **10054CF C MAR TO./ TO. TO. A. TO. A | RNMENT | ۰. | J |)EL 17 | 151 | 9.7 | 150 CZ104c |
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TABLE 4.10

TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR DESIGN DISCIPLINE

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TABLE 4.11

TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR AREA OF THE COUNTRY

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TABLE 4.12

TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR MAJOR COMMANDS

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TABLE 4.13

TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR TYPE OF WORK

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TABLE 4.14

TWO-WAY PREQUENCY AND RESIDUAL TABLES FOR AMOUNT OF CLAIM

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TABLE 4.15

TWO-WAY FREQUENCY AND RESIDUAL TABLES FOR SIZE OF CONTRACT

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TABLE 4.16

TWO-WAY PREQUENCY AND RESIDUAL TABLES FOR CLAIM CATEGORIES VERSUS PERTINENT FACTS

CELL FACQUENCY COUNTS

| TOTAL | 444444 | 217 |
|---|--------------------------------------|-------|
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CHAPTER FIVE DISCUSSION OF FINDINGS

Introduction

Once the residual values had been computed, the next step was to identify and measure the dependency relationships represented by the residuals. In order to evaluate the degree of dependency indicated by the residuals, the following scale was established:

- 1. Residual values above 2.0 were considered to represent a "heavy" positive dependency. A heavy positive dependency means that it is very likely that the two factors in question would occur together.
- 2. Values between 1.0 and 2.0 represented a "moderate" positive degendency. This means that the two factors are reasonably likely to occur together.
- 3. Values between zero and 1.0 represented a "slight" positive dependency. This means that there is only a small chance that the two factors will occur together.
- 4. Values from zero to -1.0 represented a "slight" negative dependency. This means that there is a slight chance that the two factors will not occur together.
 - 5. Values from -1.0 to -2.0 exhibit a "moderate"

negative dependency: the two factors are reasonably unlikely to occur together.

6. Values below -2.0 exhibit "heavy" negative dependency. In other words, the two factors are very unlikely to occur together.

After the degree-of-dependency scale had been established, the two-way residuals tables were examined to identify those relationships which exhibited "heavy" or "moderate" positive relationships. "Slight" relationships were not identified, because it was felt that those relationships were too weak to support meaningful conclusions. Negative relationships were also excluded from consideration, since conclusions based on them would direct attention away from certain areas (by showing that some relationships were not likely to occur), which is contrary to the intentions of this research effort. As a result of examining the two-way residuals, lists of the heavy and moderate positive relationships were prepared (Table 5.1).

Dependency Relationship Charts

The method chosen to portray the relationships from the lists was a series of dependency relationship charts. These charts display all the dependency relationships between each claim category and the appropriate pertinent facts and analysis factor subcategories. Claim categories

TABLE 5.1
LIST OF POSITIVE DEPENDENCY RELATIONSHIPS

| Heavily De | pendent | Heavily Dep | endent (contd.) |
|------------|-----------|-------------|-----------------|
| SC# | <u>cc</u> | <u>cc</u> | PF |
| KTR | DIFFSC | AMBIG | PREBID |
| GOVT | DELAY | DELAY | KTRMGT |
| GOVT | AMBIG | ERROR | KTRMGT |
| BQTH | CHANGES | | |
| STRUC | ERROR | Moderately | Dependent |
| CIVIL | DIFFSC | SC | cc |
| MECH | AMBIG | KTR | ERROR |
| WEST | OMISS | KTR | CHANGES |
| TAC | DELAYS | GOVT | COPROB |
| MAC | AMBIG | ENTLMT | AMBIG |
| SAC | COPROB | ENTLMT | OMISS |
| ADDTN | DIFFSC | BOTH | DELAY |
| ALTER | AMBIG | ELEC | DIFFSC |
| NEWCONST | OMISS | STRUC | CHANGES |
| UNDER5T | DELAY | CIVIL | OMISS |
| OVER50T | COPROB | SE | DELAYS |
| OVER1MIL | OMISS . | SE | ERROR |
| | | WEST | LRROR |
| | | NE | DIFFSC |
| | | MIDWEST | DIFFSC |

^{*} Computer variables names are used on this list (see Appendix I).

TABLE 5.1 - Continued

| | • |
|--------------|-------------------|
| Moderately D | ependent (contd.) |
| <u>sc</u> | <u>cc</u> |
| SAC | DIFFSC |
| TAC | OMISS |
| REPAIR | DELAY |
| NEW | ERROR |
| NEW | CHANGES |
| REPAIR | CHANGES |
| ALTER | CMISS |
| FR20T50T** | ERROR |
| FR5T20T | AMBIG |
| FR20T50T | OMISS |
| OVER1MIL | ERROR |
| OVER1MIL | DIFFSC |
| FR100T1M | CHANGES |
| FR100T1M | AMBIG |
| UND100T | COPROB |
| 00 | 25 |
| CC | <u>PF</u> |
| DIFFSC | PREBID |

PREBID

GOVTMGT

GOVTMGT

OMISS

CHANGES

COPROB

** The symbol "K" is used to represent thousands of dollars in the remaining portions of this chapter.

were chosen as the focal points of the charts for two reasons:

- 1. Claim categories correspond to the nature of the claim. Examining their relationship to project features and pertinent facts helps to resolve the central issues of construction contract disputes.
- 2. Making claim categories the central elements of the charts conforms to the overall dependency relationships between variables which were demonstrated in the findings (Chapter Three). The two relationships between variables which showed dependencies were claim categories and pertinent facts, and claim categories and analysis factor subcategories. There was no dependency between analysis factors and pertinent facts. Since claim categories was the common variable in the two dependency relationships, it is logical to use it as the central variable for establishing individual relationships.

The left side of each chart depicts the heavy and moderate positive dependency relationships between the central claim category and various analysis factor subcategories. These relationships are represented by a list of subcategories, with either solid or dashed lines showing, respectively, heavy or moderate relationships with the central claim category.

The charts also show dependency relationships between the central claim category and pertinent facts. The

claim category/pertinent fact relationships in the charts are based on pertinent facts taken from the two-way analysis, when pertinent facts had been reduced to four groupings. In order to amplify and clarify these relationships, the charts also list pertinent facts which occurred with the central claim category in the original three-way analysis, when eleven pertinent facts were included in the analysis. Only those three-way pertinent facts which were condensed to the relevant two-way pertinent fact (in the transition from eleven pertinent facts to four) are mentioned. "absorbed" pertinent facts (called "clarifying" pertinent facts) appear directly under the main two-way pertinent fact, and are followed (in parentheses) by the number of times they occurred with the central claim category. There is no direct dependency relationship between these clarifying pertinent facts and the central claim category. However, they help to show which components of the main two-way pertinent fact contributed to the relationship between that pertinent fact and the central claim category.

Ambiguous Specifications

In Figure 5.1, there are heavy positive dependency relationships between ambiguous specifications and the following subcategories: the contractor winning the case, mechanical engineering projects, Military Airlift Command (MAC) projects, or alterations projects. There are moderate

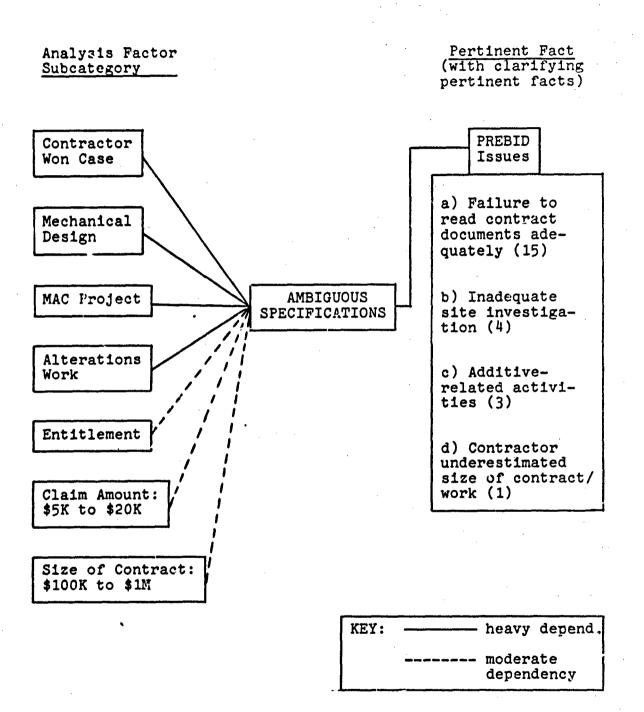


Fig. 5.1. Ambiguous specifications dependency relationship chart

positive dependencies between ambiguous specifications and the following subcategories: entitlement as the basis of decision, claim amounts between \$5,000 and \$20,000 (\$20K), and contracts between \$1.00K and \$1 million (\$1M). In addition, there is a heavy positive dependency relationship between ambiguous specifications and prebid issues. There are four clarifying pertinent facts: contractor failure to read the contract documents adequately, inadequate site investigation by the contractor, additive-related activities, and underestimation of the size of the contract by the contractor.

Some of the dependency relationships with ambiguous specifications require additional explanation. Two of these are the heavy dependencies between mechanical design and ambiguous specifications, and alterations projects and ambiguous specifications. These relationships suggest that mechanical engineering projects and alterations projects are particularly likely to be considered ambiguous. The contract manager should be sensitive to projects that involve either of those two characteristics. Even if an ambiguous specifications problem is really of contractor origin, such contract manager sensitivity might lead to a reduced chance of a claim.

The main pertinent fact is prebid issues. The strongest clarifying pertinent fact for prebid issues is the contractor failing to adequately read the contract

documents. In conjunction with ambiguous specifications claims, this means that the contractor often claims that specifications are ambiguous when his own inadequate reading of the specifications is actually at fault. This contractor problem, as well as those others which form prebid issues, is really beyond the control of the Air Force construction contract manager. Nonetheless, it is valuable for the contract manager to understand that the source of many contractor claims is actually the contractor's failure to read the contract documents sufficiently. Knowing the source of the problem may make it easier to guide the contractor to a solution that does not involve meeting in court.

Another clarifying pertinent fact is a failure by the contractor to perform an adequate site investigation. Here, the contractor encountered a problem which he felt was due to the specifications being ambiguous, when a proper site investigation prior to starting the job would have prevented any confusion regarding that portion of the specifications. For example, there might have been confusion over a dimension on the drawings, and a site investigation would have clarified the nature of that dimension at the site. Again, this is a situation which is outside the control of the Air Force construction contract manager.

The remaining two clarifying pertinent facts, additive-related activities and contractor underestimation,

are tied to ambiguous specifications by contractor oversights. If the contractor claims ambiguous specifications when one of these pertinent facts occurs, a misunderstanding happened in the early stages of the construction contract process. With additives, the problem could have been a confusion by the contractor about the requirements of an additive. Later, he might claim that the corresponding portion of the specifications (relating to those requirements) was ambiguous. With an underestimating problem, the contractor might claim that an ambiguous specification caused him to miss a certain requirement when he prepared his cost estimate. Both of these problems relate to contractor oversights, and are outside the control of the Air Force construction contract manager. However, it is reasonable for the Air Force manager to improve his attention to contractor understanding of project requirements.

Delays

The central claim category in Figure 5.2, delays, has heavy positive dependency relationships with three subcategories: the government winning the case, Tactical Airlift Command (TAC) projects, and claim amounts less than \$5K. There are moderate dependency relationships between delays and three other subcategories: decisions on the basis of both entitlement and quantum, projects in the southeast part of the country, and repairs type projects.

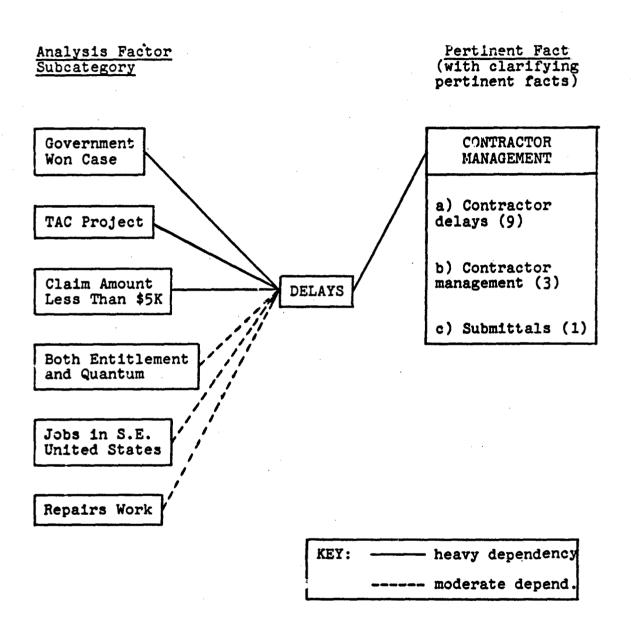


Fig. 5.2. Delays dependency relationship chart

The pertinent fact which has a heavily dependent relationship with delays is contractor management. The clarifying pertinent facts are contractor delays, contractor management activities, and submittals.

The moderate dependency relationship between delays and claim amounts less than \$5K is not surprising. When delays occur, the damage caused to the contractor is usually less severe than it would be for problems associated with other types of claims. Often, the contractor will agree that some of the delay was his responsibility, but that the government was the main cause of the delay. The contractor then wishes to be compensated for any expenses associated with the delay. Since these expenses are not usually related to major changes in manpower or procedures, the amounts claimed will be smaller.

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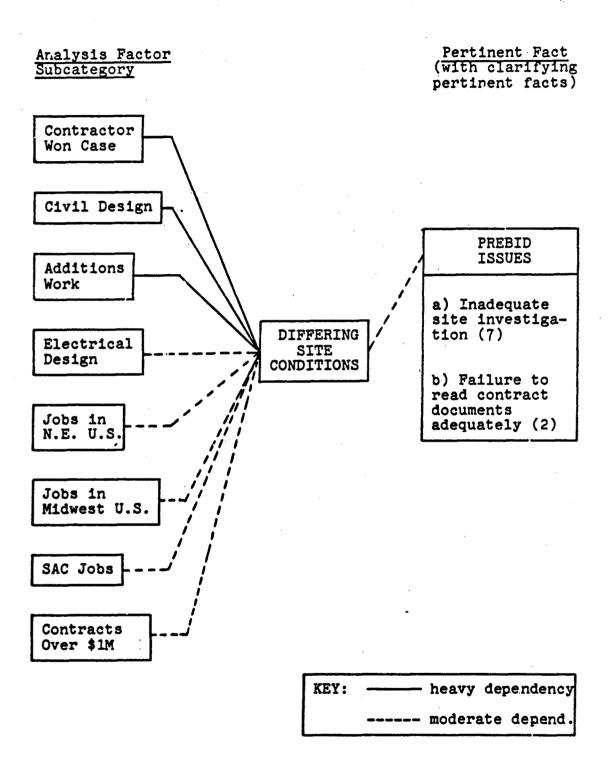
The largest clarifying pertinent fact for delays is contractor delay problems, which occur when the contractor delays in taking necessary action during any phase of the project. This situation is another example of a claim which is actually due to contractor mismanagement. The second clarifying pertinent fact, contractor management, is also an area of contractor control. The contractor management activities related to delays include poor documentation, personnel problems, and sampling procedures. If the contractor fails in his management of these activities, the resulting delays would be due to contractor mismanagement.

Both clarifying pertinent facts are outside the control of the Air Force construction contract manager. However, his awareness of these sources of delay claims can help the Air Force manager to handle delay situations.

Differing Site Conditions

The differing site conditions dependency relationship chart (Figure 5.3) depicts heavy positive relationships between differing site conditions and three analysis factors: additions—type work, civil engineering projects, and the contractor winning the case. Also there are moderate dependency relationships between differing site conditions and four subcategories: electrical engineering projects, construction projects in the northeast and midwest U.S., Strategic Airlift Command (SAC) projects, and contracts larger than \$1M. Differing site conditions has a moderate dependency relationship with one pertinent fact, prebid issues. There are two clarifying pertinent facts: inadequate site investigation and failure to read the contract documents adequately. Several of the dependency relationships require further explanation.

The heavy relationship between differing site conditions and civil engineering projects confirms a common impression about differing site conditions. Civil Engineering projects include excavation, drilling, and other similar subsurface jobs. Although it is common to perform soil



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Fig. 5.3. Differing site conditions dependency relationship chart

borings and other tests of subsurface conditions, there are some conditions which cannot be identified even from a reasonable investigation. The possibilities for encountering a differing condition associated with a subsurface problem at the site are high. The moderate relationship between differing site conditions and electrical engineering projects shows that there are also fairly high possibilities for encountering differing site conditions associated with electrical engineering portions of a project.

Differing site conditions are also heavily related to large contracts (over \$1M). This is not surprising, since the type of work associated with large contracts is so complex that the chances of the site conditions corresponding exactly to the conditions described prior to the job execution are small. It is more difficult for the designers, engineers, and contractors to anticipate every possible characteristic of the site in large contracts than in smaller contracts.

The relationship between differing site conditions and prebid issues points out the importance of preparation before work begins in order to reduce the likelihood of a differing site condition occurring. The clarifying pertinent facts are inadequate site investigation and contractor failure to read the contract documents. Contractor failure in either respect indicates that his poor preparation

prevented him from detecting a differing site condition prior to commencement of work.

Errors in Design

In the errors dependency relationship chart (Figure 5.4), there is a heavy positive dependency relationship between errors in design and structural engineering projects. There are mcderate dependency relationships between errors in design and the contractor winning the case, projects in the southeast and west, new construction projects, claims between \$20K and \$50K, and contracts above \$1M. Also, there is a heavy positive dependency between errors in design and contractor management. The clarifying pertinent facts are contractor management activities, warranties, submittals, and the previous experience of the contractor. Several of the dependency relationships require further explanation.

The moderate relationships between errors in design and new construction or large projects are not surprising. Large or new construction projects require a wide variety of design skills (although structural design skills are most frequently required). Also, the designs for these projects are usually more complex than those for other types of projects. These factors mean that there is a greater likelihood of design errors occurring with large or new construction contracts.

The heavy relationship between structural design

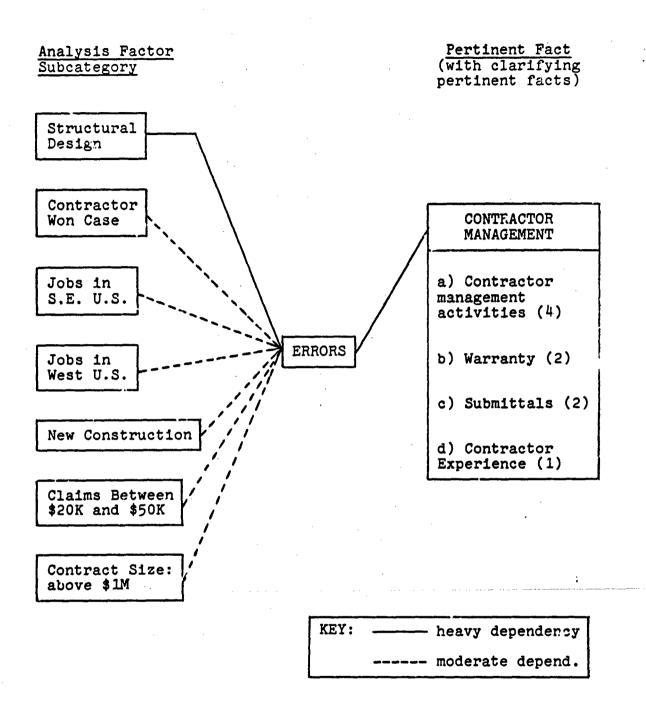


Fig. 5.4. Errors dependency relationship chart

and errors points out the difficulties associated with designing structural types of projects. Since structural projects also encompass a wide range of components, the chances of producing a flawed design are greater.

The relationship between error in design and contractor management shows that a situation perceived to be a government management problem during the design phase might actually be a contractor management problem. The largest clarifying pertinent fact, contractor management activities, often occurs when inadequate contractor records and procedures cause the contractor to believe that a flawed design was reconsible for his problems. Similarly, warranty and submittal-related contractor management problems might cause him to blame the problem on flawed design.

These situations are out of the Air Force construction contract manager's control. Nonetheless, an increased awareness of these problems could help the Air Force manager to understand the source of contractor confusion on design errors and related issues.

Omissions/Conflicts in Specifications

A strong positive correlation exists between omission/conflict claims and new construction projects, large contracts, or construction projects in the west (see Figure 5.5). This type of claim also exhibited moderate relationships with cases heard only for entitlement, civil

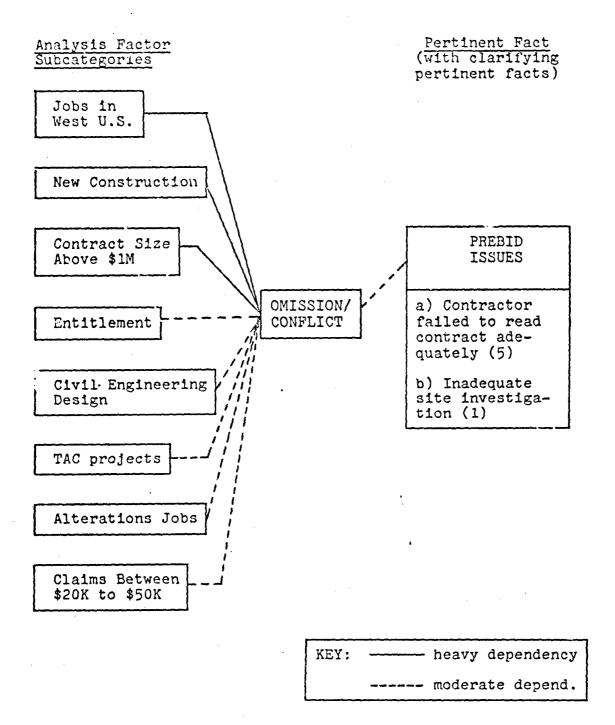


Fig. 5.5. Omission/conflict dependency relationship chart

engineering type work, projects in TAC, alterations projects, or claims between \$20K and \$50K, as well as with the pertinent facts grouping called prebid issues. The clarifying pertinent facts for prebid issues are failure of the contractor to read the specifications adequately and failure to investigate the construction site adequately. Several of these relationships are further explained and discussed in the following paragraphs.

The relationships that exist between omission/conflict claims and new or large construction projects are not surprising. These types of projects are generally accompanied by voluminous and/or complex specifications due to the magnitude of the job and/or the fact that many design disciplines must interact during preparation of the specifications. Thus, a strongly positive dependent relationship between omission/conflict claims and new or large construction projects is understandable. In contrast, the relationship between civil engineering-type work and omission/conflict claims is surprising. Since civil engineering-related specifications generally do not contain technically complicated information or numerous minute details, omission or conflicts would not be expected to occur frequently in this type of specification. Nevertheless, a strongly positive dependent relationship was displayed between omission/conflict claims and civil engineering-type work.

Although the moderately positive correlation between

omission/conflict claims and prebid issues merely confirms an expected relationship, a closer analysis of the clarifying pertinent fact categories within the prebid issues grouping reveals some interesting facts. The clarifying pertinent fact which occurred most frequently was failure of the contractor to read the specifications adequately. With respect to omission/conflict claims, this pertinent fact usually entails the contractor's not reading the contract document as a whole, and thus his interpretation of the specification is not the same as would be expected of a reasonably informed person.

Another clarifying pertinent fact which occurred with omission/conflict claims involved failure of the contractor to investigate the construction site adequately prior to bidding. This pertinent fact occurred only infrequently with omission/conflict claims; however, when it did occur, it usually played a very important role in the claim. Basically, the contract requires the contractor to visit the job site prior to submitting a bid. The purpose of this site visit is to make the contractor more aware of any obvious site conditions which may affect his performance of the job. Additionally, the contractor is required to apprise the government of any obvious conflicts or omissions in the specification prior to bidding. Therefore, by combining these two responsibilities, if the site visit uncovers an omission or conflict in the specifications, the

contractor is responsible for notifying the government of this omission or conflict prior to bidding. Thus, if the contractor does not notify the government of an omission or conflict which should have become obvious upon visiting the site, the contractor is responsible for the misunderstanding between the contractor and government caused by the omission or conflict.

The construction contract manager can do very little to insure the contractor adequately performs the responsibilities described in the above two paragraphs. However, to a limited degree the specifications also often contribute to the problem. A lack of organization and/or conciseness in the specifications often leads to the contractor not reading the specifications adequately. Also, failure by the contractor to adequately visit the site becomes an important point in omission/conflict claims when the site visit would have made the omission or conflict obvious; however, if the omission or conflict had not existed, the site visit might not have become a critical issue. Thus, the occurrence of omission/conflict claims could be indirectly controlled by the construction contract manager insuring that only complete and easy-to-read specifications are produced. moderately positive correlation between this claim category and large claim amounts further supports the need for construction contract managers to control the problems associated with omissions and conflicts in specifications.

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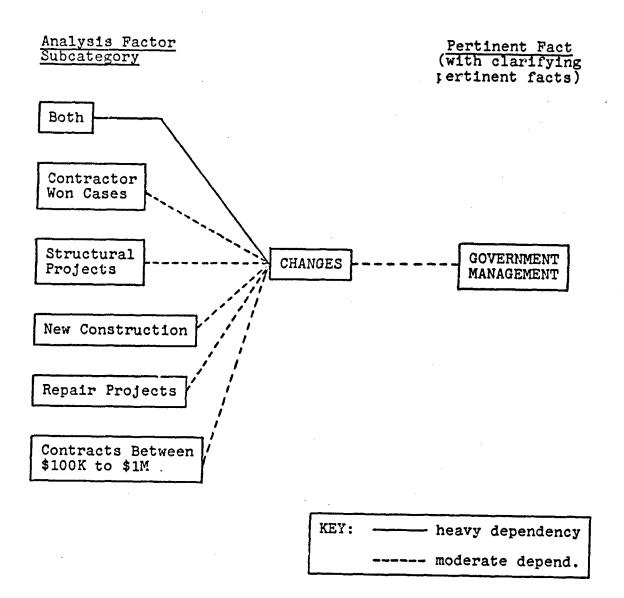
Changes

A strong positive correlation exists between changes claims and disputes involving issues of both entitlement and quantum (see Figure 5.6). Changes claims also display a moderately positive correlation with new construction or repair projects, structural projects, contracts from \$100K to \$1M, or contractor won claims, as well as with the pertinent fact of government management. Several of the above cited relationships are further explained and discussed in the following paragraphs.

The tendency for changes claims to involve issues of both entitlement and quantum supports the fact that changes claims are often related to whether a change has occurred, as well as the determination of reasonable time and money considerations associated with the change.

The moderate tendency for new construction or structural projects to result in changes claims is probably due to certain characteristics of these types of projects.

There are certain inherent difficulties in developing a specification for new construction. New construction entails more unknown requirements to be developed into specifications than addition, alteration or repair projects. This increases the likelihood of oversights. Also, specifications for new construction frequently require the combined efforts of more than one design discipline. Failure to properly coordinate the various design disciplines may



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Fig. 5.6 Changes dependency relationship chart

result in an inadequate specification. Similarly, both new construction and structural projects usually entail the assemblage of many detailed components, for which it is difficult to prepare cohesive specifications that are free of defects. The complexity and miscellaneity of specifications for new construction and structural projects may also result in a document that is difficult for inspectors and contractors to fully comprehend.

Thus, since construction contract managers often do not fully comprehend the specifications for new construction and structural projects, they are more likely to unknowingly commit constructive changes or demand performance beyond contractual requirements. These actions often result in changes claims. However, even if the contract manager avoids the above cited pitfalls, he or she often encounters the need to make changes to compensate for defects in the specifications. Frequently the specific time and money considerations associated with a change are decided after the work involved in the change has been performed. Since the government and contractors often fail at this later date to agree on the terms of the change, changes claims may result.

The changes claim category involves: 1) problems with the government demanding a degree of performance by the contractor beyond contractual requirements, 2) constructive changes, and 3) difficulty between the government and contractor in agreeing on reasonable monetary and time

considerations associated with a change to the specifications. The pertinent fact category of government management involves: 1) changes in contracting officer or inspectors, 2) inexperienced inspectors, and 3) adversary relationships. Some possible explanations of the manner in which these elements within changes claims interact with the elements within government management are presented in the following paragraphs.

One possible explanation of the relationship between changes claims and government management involves changes in contracting officers or inspectors during the performance of a contract. Personnel changes often result in contract managers that are unfamiliar with the requirements of the contract and/or the events that have transpired during earlier performance of the contract. If the contract manager does not fully understand the requirements of the specifications, he or she is more likely to create errors such as committing constructive changes and demanding performance beyond contract requirements. The contract manager's unfamiliarity with the specifications and lack of knowledge of past events regarding the contractor's performance may also impair the contract manager's ability to negotiate the terms of changes with the contractor.

Another explanation concerns inexperienced contract managers who are not fully aware of their authority and responsibilities. These individuals are more likely to

unknowingly commit constructive changes and to demand performance beyond contract requirements. Inexperienced personnel are also probably not as adept at negotiating the terms of changes.

Inexperienced personnel are frequently unaware of the procedures and requirements of good documentation. Poor documentation further accentuates problems associated with changes in contracting officer/inspectors, since the new contract managers have no history of earlier performance of the contract. Additionally, without good documentation the government cannot provide facts in support of itself during changes claims.

One final explanation of this relationship involves the existence of adversary relationships, which inhibit successful communication between the government and contractor. This lack of communication makes it more difficult to negotiate the terms of a change. Also, when an adversary relationship exists, the contractor is likely to try to do as little work as possible, while the contract managers attempt to insure that the contractor performs all requirements of the contract. In these situations, frequent confrontations occur between the two parties to the contract. This creates tension and increases the likelihood of inspectors committing constructive changes or overstepping their authority by ordering the contractor to perform beyond contractual requirements.

It appears the government has control over those factors contributing to the occurrence of changes claims. The moderately positive relationship between changes claims and the likelihood of contractors to win these claims indicates this may be a fruitful area for the attention of contract managers.

Contracting Officer Problems

Stongly positive correlations exist between contracting officer problem claims and SAC projects or claims over \$50K (Figure 5.7). Contracting officer problem claims also displayed moderately positive correlations with contracts under \$100K or government won claims, as well as with the pertinent fact category of government management.

The moderately positive relationship between contracting officer problem claims and contracts below \$100K implies that the contracting officer does not pay enough attention to small contracts. This method of managing contracts would seem appropriate if it were not for the strongly dependent relationship between contracting officer problem claims and claims over \$50K.

A closer examination of the contracting officer problem claim category and the pertinent fact of government management presents many possible explanations of the relationship between these two categories. The contracting officer problem claim category involves: 1) contract

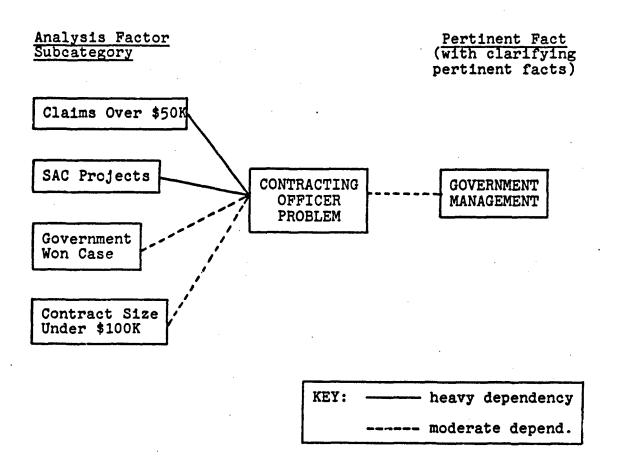


Fig. 5.7. Contracting of ricer problems dependency relationship chart

manager improperly rejecting work, acting outside of his authority, improperly withholding payment; 2) overzealous inspection; and 3) nontimely performance of contracting officer duties. The pertinent fact category of government management involves: 1) changes in contracting officer/inspectors, 2) inexperienced inspectors, and 3) adversary relationships. The following paragraphs describe some possible situations in which contractor management may lead to contracting officer problem claims.

A change in contractor management personnel may lead to a number of different contracting officer problem claims. These changes in personnel often result in the contract being managed by one individual who knows less than his predecessor about the requirements of the contract or past events during earlier phases of contract performance. In these situations, there is a stonger likelihood of the contracting officer's improperly rejecting work or withholding payment due to his lack of knowledge of contract requirements/past events. There is also a greater potential for nontimely performance of contracting officer duties, due to the tendency of activities to not be performed in a timely manner during transfer of responsibilities.

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Also, the experience level of the contract's wouldbe manager may increase the likelihood of contracting officer problem claims. Generally, experienced individuals are more aware of their responsibilities and authority, as well as the warning signs of claims. This better enables experienced individuals to take action to avoid claims. Thus, inexperienced personnel are more likely to become involved in claims.

Additionally, the existence of an adversary relationship may lead to the occurrence of overzealous inspection due to the many confrontations that typically develop when the contractor and government are not working in a cooperative manner.

These possible scenarios described above are generally controllable by the government. However, there is a moderate tendency for the government to win these cases, a fact which would indicate that this claim category is not a major problem.

CHAPTER SIX

CONCLUSIONS AND RECOMMENDATIONS

Conclusions

Our data were insufficient for a three-way analysis of the factors affecting claims in construction contracts. However, the data did enable us to perform analysis of the various two-way relationships between claim categories, pertinent facts, and project features. The analysis performed on the data allowed us to meet the original objectives of the study.

The magnitude of the problems associated with each type of claim can be determined through the relative frequency of occurrences. The claim category of ambiguous specifications showed a much higher than normal incidence of occurrence; claims related to design errors and omission/conflic claims displayed a much lower than mean incidence of occurrence. Each of the other types of claims occurred an approximately equal number of times. Thus, the most frequent claims in Air Force construction contracts are ambiguous specifications.

All three of the claim categories cited above-ambiguous specification claims, omission/conflict claims,
and errors in design claims--must be combined in order to

determine the magnitude of problems caused by defective specifications. This grouping of claim categories comprises 45 percent of all claims. Thus, the most frequent cause of claims in construction contracts is defects in specifications, a finding of frequency also supported by information in the literature.

An overriding concern when analyzing the magnitude of problems in construction contracts is whether the claims are sustained or denied by the presiding ASBCA judge. In the sample data for this study, 71 percent of all construction claims were denied at the ASBCA level. This large percentage indicates that most of the problems in construction contracts that lead to claims are determined to be the fault of the contractor and not the government. However, the existence of strongly positive relationships between contractor won cases versus ambiguous specification claims or differing site condition claims, and moderately positive relationships between contractor won cases versus error claims or changes claims, indicates that those ASBCA cases the contractor wins usually involve claims related to ambiguous specifications, differing site conditions, errors in the specifications, or changes. As such, perhaps the construction contract manager should direct his efforts at actions which decrease the likelihood of occurrence of these types of claims.

The pertinent fact categories (see Table 5.2) which

occur most frequently involve contractors improperly performing their responsibilities: 1) failure of the contractor to read the specifications adequately occurred 24 times;

- 2) mismanagement by the contractor occurred 25 times;
- 3) inadequate site investigation by the contractor prior to bidding and contractor delays occurred 11 times each; and

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4) the contractor underestimating the size of the contract occurred 5 times. These pertinent facts help to explain why most of the contractors' claims are denied by the ASBCA.

Additionally, it appears that the government has very little control over the occurrence of many types of claims.

Similarly, positive relationships exist between contractor management versus errors in the specifications or delays. Since contractor management problems are often relatively uncontrollable by the contract managers, the government can do little to affect the occurrence of these types of claims. However, this by no means implies that the contract manager should not attempt to reduce the occurrence of these types of claims. The contract manager does have a very slight degree of control over some of the claims related to defective specifications and delays, and everything possible must be done to avoid these types of claims.

In contrast, the existence of moderately positive relationships between government management versus changes claims or contracting officer problem claims indicates the government has a very substantial degree of control over

these two types of claims. Additionally, moderately positive relationships exist between government won cases versus contracting officer problem claims and contractor won cases versus changes claims. Although no statistically significant relationship was supported between pertinent facts and analysis factors, the relationships described above imply findings that may be valuable to the contract manager. Of the two types of claims over which the government has a reasonable degree of control, a tendency may exist for the government to lose changes claims, but win contracting officer problem claims. Thus, the contract manager should direct his efforts first at actions that will decrease the likelihood of occurrence of changes claims, and secondly at actions that will decrease the likelihood of contracting officer problem claims.

Many types of interpretations can be drawn from the relationships between analysis factors and claim categories, and between pertinent facts and claim categories. These conclusions are too numerous to mention here, but rather the reader is referred to Chapter Five. However, there are also relationships between analysis factors and claim categories from which specific conclusions may not be drawn due to the knowledge level of the researchers. Nevertheless, a contract manager with a greater level of knowledge in this general area may be able to formulate conclusions from these relationships, or at least these relationships will make the

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contract manager more aware of some of the possible causes of claims. An awareness of these relationships should make the contract manager more sensitive and perceptive with respect to telltale signs that a specific type of claim is developing.

Additionally, with respect to the relationships between analysis factors and claim categories, many of the dependent relationships are as would be expected. For example, omissions in specifications are expected to occur more frequently in large contracts than in small contracts due to the added complexity created by the multitude of requirements frequently found in large contracts. there is an inclination to regard these relationships as normal and acceptable. However, if adequate compensation were made in contracts for the special characteristics which tend to accompany certain types of problems, then the problems would not occur. For example, if actions were taken in large contracts to avoid omissions in large specifications through more careful preparation of the specifications, omissions would probably occur no more frequently in large contracts than in small contracts.

Most of the claims in construction contracts (71 percent) involve only issues of entitlement. This is probably due to the fact that at the time of the claim, the work involved in the claim has already been done. Both parties merely need the judge to determine which parts of the

contractor's claim are allowable. Once this entitlement issue has been resolved, the government and contractor negotiate exact dollar amounts by applying the standard rates of cost for the particular materials, equipment, and labor involved. Issues of quantum only result when the government and contractor disagree on the standard rates for the work involved, which seldom occurs.

The data source used for this study was the most adequate of available sources; however, it was lacking in several ways and substantially limited the research effort. Although the data source contained much information of value to a study of this type, there was not as much consistency as would have been expected in the reporting of information in the various cases, and each case did not contain a wide enough range of information. A more adequate information source would have provided a wider range of analysis factors and pertinent facts for every contract, whether the facts directly apply to a claim or not. Examples of this type of information are the experience level of the specification writer (indicated by the individual's rank or pay grade). the time involved in preparing the specifications, interruptions in the specification preparation, the award bid versus the government's estimate and the bids of other contractors, the number and size of changes issued during contract performance, the contractor's ability to keep on schedule, and the experience level of the inspectors and

contracting officer, as well as any other comments supplied by the contract managers.

Lastly, some of the less common claim categories addressed in the literature did not appear in the data. These claims include unfair policies/provisions and financial problems. It is to be expected that these uncommon claims would not have been encountered in the data assembled for this study. These claims might have been encountered if the data were enlarged; however, this is not an important issue since the purpose of this study was to analyze common claim-related problems.

Recommendations for Further Research

- 1. Our study examined cases from recent years (1977-1981). An interesting variation would be to examine similar five year periods further back in ASBCA history and compare the results. If similar patterns emerged in all the periods, it would show that the effect of overall trends across ASBCA history is minimal. That outcome, in turn, would permit analysis of a larger number of cases spanning a wider time period.
- 2. If it were possible to gather more case information, a three-dimensional (3-D) analysis might be possible. The 3-D analysis would allow a larger set of conclusions to be drawn, incorporating relationships of all three variables.
 - 3. There are other sources of Air Force

construction contract information (see Appendix K). However, the best Air Force-wide source at present is the case-books. Providing that the other sources are later upgraded, it would be worthwhile to use them as the basis of a wide-scope study. The other sources draw information from projects which are not involved in contract disputes, so it would be interesting to compare the results of a study based on the other sources to our results. Any non-disputed projects might still involve negotiations at the contracting officer level. If the other information sources were expanded to include such negotiation information, it would be valuable to extract the key factors in the negotiation process and compare them to the key factors in the disputes process.

Our study looked only at claims taken to the ASBCA. It would be interesting to examine those Air Force construction cases which have reached the Court of Claims and to isolate the common characteristics which cases in the two bodies share. The contracting officer level could also be examined to see which issues are similar and dissimilar to ASBCA issues.

4. Our study was restricted to Air Force cases only. An alternate approach would be to examine construction contracts from other services, or the Department of Defense (DOD) as a whole. Cases from other services are also available in the BCA casebooks. An overall study

might provide a comparison of the services and reveal the role of the Army Corps of Engineers (CCE) in the process. Since the COE deals with Army, Navy, and Air Force projects, it would take a cross-service study to clarify their impact on disputed construction contracts.

- 5. Another alternative approach to understanding Air Force construction contract disputes is to perform a case study of all disputes at one base over the past several years. This study would focus on the key individuals involved in the disputes, the effect of a changing Civil Engineering organization roster, the differences in how large and small disputes are handled, etc. Such detailed information would allow more specific conclusions to be drawn than are possible from an Air Force-wide study, and would have the advantage of greater accessibility of a large body of information.
- 6. A flowchart or "tool" could be developed for construction contract managers to use when handling projects with certain key characteristics. The more extensive the study, the more comprehensive the tool would be.
- 7. Based on our conclusions, it would be worthwhile to focus on those areas which this study revealed to be of primary significance. For example, specifications and design issues were found to be important factors. A separate study might focus solely on these issues and attempt to find out (in more detail) why the claims occurred and

recommend possible solutions to specifications or design related claims.

8. If a larger data base could be assembled, it would be interesting to look solely at cases which the government lost. This perspective would allow information on the nature of government mismanagement of construction contracts to be assembled.

APPENDIX A GLOSSARY

Ambiguous Specifications: specifications which contain vague wording or illustrations which either prevent the contractor from accomplishing part of the work, or lead him to believe that he should do some work which was not part of the original intentions of the contract.

Area of the Country: the geographical location of the Air Force base where a project is accomplished. For this study, there are four subcategories of area of the country (see Table A-1): 1) northeast, 2) southeast, 3) midwest, and 4) west.

Changes: various direct and indirect modifications to the original project and/or contract, including change orders, constructive changes, and a requirement by the Air Force for performance beyond that which is included in the contract.

<u>Conflicts in Specifications</u>: a contradiction between one section of the specifications and another, or between the specifications and the drawings.

Constructive Changes: changes other than those directed by the contracting officer that lead to extra costs for the contractor. This type of change occurs when some act committed by the government reasonably leads a contractor to believe that the government wants a change to the original

contract, although the government did not actually desire a change.

Contracting Officer (CO) Problems: any improper actions by government personnel during contract execution that may lead to a dispute, including improper withholding of payment by the CO and overzealous inspection.

Contractor Delays: a delay by the contractor in taking certain actions, such as submitting a complaint to the CO, beyond a period of time considered reasonable by normal government contract standards.

Contractor Failure to Read the Contract Documents Adequately:
the failure by the contractor to read the contract as a
whole, or to clarify patent (obvious) ambiguities in the
specifications.

Contractor Management Activities: activities relating to contractor management which may affect the likelihood of a dispute occurring. The following are examples of contractor management activities:

- 1. Incorrect sampling procedures: the use of sampling procedures (to perform tests of materials and completed work) which do not conform to government or industry standards
- 2. Poor documentation: inadequate record keeping by the contractor

- 3. Contractor personnel problems
- 4. Change of supervisors: a change in the contractor's supervisors assigned to a particular project
- 5. Lack of coordination between the contractor and the subcontractor(s): either a) a failure by the contractor to let his subcontractor(s) know about some crucial phase or aspect of a project, or b) a failure by the contractor to solicit vital information from the subcontractor(s)
 - 6. Poor workmanship by the contractor
- 7. Absence of the contractor's supervisor(s) from the work site.

Contractor Problems with Additives or the Bid Schedule: a misunderstanding by the contractor of bid schedule items or additives to the bid schedule.

Contractor Reliance on Previous Experience or Trade Practice as a Guide: either 1) an instance where the contractor feels that his previous experience qualifies him to understand the particular type of work associated with a claim, or 2) a feeling by the contractor that trade practice (the way things are commonly done in the industry) dictates the way a certain task should be performed.

Contractor Underestimated the Size of the Contract: a submittal by the contractor of a bid which is less than the amount of dollars reasonably required to perform the work specified in the bid package.

<u>Delays</u>: instances whereby the contractor's performance is interrupted by causes other than the contractor himself.

The delays might occur for many reasons, including intervention by Air Force personnel, supply problems, personnel problems, and acts of God.

<u>Design Discipline</u>: the type of engineering skills which were necessary to design that part of the project involved in the claim. Design discipline is divided into four subcategories:

- 1. Electrical: work involving wiring, the installation of wiring or electrical equipment, or any other work in which the electrical tasks are the central feature
- 2. Mechanical: work involving heating, ventilation, and air conditioning tasks
- 3. Civil: work involving underground tasks, such as excavation, drilling for wells, and foundations
- 4. Structural: any type of work done to a building that is not covered by the other three subcategories, including painting, roofing, plumbing, installing and repairing doors or windows, fixing walls or floors, and installing siding

Differing Site Conditions: Either

(1) Subsurface or latent physical conditions at the site differing materially from those indicated in [the] contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in [the] contract [Department of Defense Standard Form 23-A, General Provisions: Construction Contract, Rev. 4-75].

Errors in Design: an inherent defect in the design of a project, due to an oversight by the designer or a basic impossibility in the nature of the job itself.

Government Management Issues: issues relating to government management which may affect the likelihood of a dispute occurring. The following are examples of government management issues:

- 1. Change in COs: a change in contracting officer assigned to a particular project
- 2. Change in inspectors: a change in inspectors assigned to a particular project
- 3. Inexperience of inspectors: the lack of previous experience by an inspector on government contracts or on projects similar to the one he has been assigned
- 4. Adversary relationship: a situation where the government and the contractor are constantly at odds with each other and behave as adversaries

<u>Inadequate Site Investigation</u>: a failure by the contractor to properly investigate the work site prior to bidding, when

such an investigation would have revealed patent(obvious) conditions different from those in the contract.

Omissions in Specifications: the omission of some vital instruction, crucial to the successful completion of the project, from the specifications.

Problems with Warranty Work: a disagreement between the Air Force and the contractor over the nature of additional work. The Air Force maintains that the work is "warranty work," and should have been performed to fulfill the warranty clause of the contract. The contractor feels that the work is simply additional work that is not part of the warranty provision.

<u>Problems with Submittals</u>: either 1) a disagreement over the legitimacy of a submittal, or 2) a violation of contract procedures for submitting or reviewing submittals.

Size of Contract: the dollar amount awarded to the contract. tractor for performing the work described in the contract.

Type of Work (project): the general nature of the project.

There are four types of work (project) subcategories:

- 1. New construction: building an entirely new facility
- 2. Additions: adding a new section to an existing facility

- 3. Alterations: upgrading or changing the systems or structure of an existing facility
- 4. Repairs: replacing or fixing the systems or structure of an existing facility

TABLE A-1

AREA OF THE COUNTRY SUBCATEGORIES BY STATE

| Northeast | Midwest | West | |
|---------------|--------------|------------|--|
| Maine | Texas | Alaska | |
| New Hampshire | Oklahoma | Hawaii | |
| Vermont | Kansas | New Mexico | |
| Massachusetts | Missouri | Arizona | |
| New York | Nebraska | Colorado | |
| Pennsylvania | Illinois | Utah | |
| Ohio | Indiana | Wyoming | |
| New Jersey | Michigan | Montana | |
| Delaware | Wisconsin | Idaho | |
| Maryland | Minnesota | Washington | |
| Southeast | North Dakota | Nevada | |
| Arkansas | South Dakota | Oregon | |
| Louisiana | | California | |
| Mississippi | | | |
| Tennessee | | | |
| Alabama | | | |
| Georgia | | | |
| Florida | | | |

North Carolina

South Carolina

Virginia

APPENDIX B LITERATURE REVIEW COMPARISONS

TABLE B-1 RESEARCH STUDY FINDINGS

| | ALL TYPES OF CONTRACTS | | | | |
|----|--|--|--|--|--|
| | Report of Commission on Government Procurement, 1972 | | | | |
| | ASBCA Level | Contracting Officer Level | | | |
| 1 | Statement of work/ specifications and drawings | Default terminations | | | |
| 2 | Changes | Changes | | | |
| 3 | Default terminations | Statement of work/speci- fications and drawings | | | |
| 4 | Changed conditions | Inspection | | | |
| 5 | Liquidated damages | Overhead costs | | | |
| 6 | Time extensions | Options and price escalation | | | |
| 7 | - | Time extensions | | | |
| 8 | - | Liquidated damages | | | |
| 9 | • | - | | | |
| 10 | • | - | | | |
| 11 | | • | | | |
| 12 | - | • , | | | |
| 13 | Inspection | - | | | |
| 14 | - | Changed conditions | | | |
| 23 | Options and price escalation | - | | | |
| 24 | Overhead costs | - | | | |

TABLE B-1 - Continued

| | ALL | TYPES OF CONTRACTS | |
|----|--|---|-------------------------------------|
| | Report of Commission on Government Procurement, 1972 | AFIT Thesis Study: Baxa and Hicks, 1976 | |
| | Total | Small | Large |
| 1 | Changes | Termination/ default | Defective pricing |
| 2 | Termination/ default | Changes | Changes |
| 3 | Defective pricing | Allowable costs | Allowable costs |
| 4 | Allowable costs | Specifications/ drawings | Specifications/ drawings |
| 5 | Specifications/ drawings | Defective pricing | Termination/ default |
| 6 | Changed conditions | Inspection | Changed conditions |
| 7 | Cost overrun | Time extensions | Cost overrun |
| 8 | Inspection | Changed conditions | Terminations for convenience |
| 9 | Termination for convenience | Cost overrun | Policy/unfair provisions |
| 10 | Time extensions | Termination for convenience | Inspection |
| 11 | Govt. furnished equipment/property | Govt. furnished equipment/ property | Govt. furnished equipment/ property |
| 12 | Policy/unfair provisions | Liquidated damages | Time extension |
| 13 | Liquidated damages | Policy/unfair provisions | Faulty govt. estimate |
| 14 | Faulty govt. estimate | Faulty govt. estimate | Liquidated damages |

TABLE B-1 - Continued

| | ALL TYPES OF CONTRA | CTS ONLY CO | NSTRUCTION CONTRACTS |
|---|----------------------------------|----------------------------------|--------------------------------------|
| | AFIT Thesis Study: | Underwood, 1979 | Trade Journal Study: Wright, 1980 |
| 1 | Financial problems | Defective specifications | Specifications/ drawings |
| 2 | Premature default | Financial problems | Error in cost estimate |
| 3 | Government acts | Government acts | Changed conditions |
| 4 | Defective specifications | Premature default | Builder/designer neglect |
| 5 | Substantial performance | Miscellany | Personalities |
| 6 | Failure of preproduction samples | Substantial performance | |
| 7 | Miscellaneous | Defective cure notice | |
| 8 | Defective cure notice | Failure of preproduction samples | |
| 9 | Inspection and testing | ·. | |

TABLE B-2

THE GREATEST IN-HOUSE PROBLEMS IN GETTING OUT A GOOD SET OF SPECIFICATIONS

PERTAINING TO IN-HOUSE STANDARDS AND PROCEDURES

| | | Owners | Private Design Professionals |
|-----|--|----------------|---------------------------------|
| 1) | Insufficient time for preparation | _34 | 113 |
| 2) | Coordination between plans and specs | 17 | 101 |
| 3) | Coordination of all phases of work in the Project Schedule | - . | 25 |
| 4) | Establishing and maintaining good standard specifications | 2 | 15 |
| 5) | Coordinating between various disciplines involved | 3 | 14 |
| 6) | Typing, proofreading, and reproduction | | 12 |
| 7) | Lack of appreciation of importance of specifications, dislike of the chore, apathy | 1 | 7 |
| 8) | Communications | - | 5 |
| 9) | Good final review to eliminate errors | - | 2 |
| 10) | Coordinating owners requirements | 5 - · | 2 |
| 11) | Delay of in-house reviews | 2 | - |
| PER | TAINING TO THE SPECIFICATIONS EN | 3INEER | |
| 1) | Maintaining technical proficient knowledge of current requirement (standards, formats, products, legal) | | 29 |
| 2) | Adapting "off the shelf" specifications rather than writing for particular project | 1 | 17 |

TABLE B-2 - Continued

| | | Owners | Private Design Professionals |
|-----|---|-------------|---------------------------------|
| 3) | Adapting standard specifica- tions to meet project needs | 2 | 13 |
| 4) | Lack of qualified experienced specifications engineers | ·. 7 | 4 |
| 5) | Locating and approving manu- facturers specifications | 1 | 7 |
| 6) | Understanding project requirements and fitting specifications to requirements | · · | 7 |
| PER | TAINING TO THE SPECIFICATIONS | | |
| 1) | Conflicting statements, ambiguities, complex English, incomplete specifications, lack of common sense and clarity, poor writing ability | 2 | 27 |
| 2) | Keeping specifications from becoming too voluminous | 1 | 5 |
| 3) | Consistency and uniformity of content | 2 | 4 |
| 4) | Interfacing with requirements of various agencies | - | 4 |
| 5) | Providing for alternates | - | 4 |
| 6) | Coordinating specifications with special conditions | • | 3 |
| 7) | Limiting liability | - | 2 |
| 8) | Using coordinated, current general provisions | - | 2 |
| 9) | Lack of agreement on speci- fication language | 2 | - |

TABLE B-2 - Continued

| | | Owners | Private Design Professionals |
|-----|--|---------------------|---------------------------------|
| OTH | ER | | |
| 1) | Difference of formats and requirements between clients | | 16 |
| 2) | Government regulations, requirements, and intervention | 1 | 12 |
| 3) | Delays and continual modifi- cations by client | - | 2 |
| 4) | Not knowing ability of bidders | 2 | - |
| 5) | Keeping changes to a minimum | - | 1 |
| 6) | Lack of public agency acceptance of CSI format | e . - | 1 |

TABLE B-3

MOST FREQUENT PROBLEMS WITH THE PROJECT SPECIFICATIONS WHEN ADMINISTERING CONTRACTS

| PE | RTAINING TO THE CONTRACTOR | |
|-----|---|-------|
| 1) | Contractor's failure to read or understand the specifications | (36 |
| 2) | Contractors neglecting to follow the specifications | (30 |
| 3) | Unauthorized substitutions of materials by the contractor | (19 |
| 4) | Contractor preoccupied with looking for loopholes | (3) |
| 5) | Insufficient experience by the contractor | (3) |
| 6) | Lack of coordination between general contractor and his subs | . (1) |
| PE | RTAINING TO THE OWNER'S SITE REPRESENTATIVE | |
| 1) | Lack of enforcement and difficulty of enforcement of the specifications | (22) |
| 2) | Inadequate inspection and quality control in the field | (12) |
| 3) | Insufficient experience of owner's field forces | (4) |
| 4) | Field personnel do not read and understand the specifications | (4) |
| 5) | Maintenance of traffic problems during construction | (2) |
| 6) | Obtaining conformance to "performance" specifications | (1) |
| 7) | Lack of access to standards, such as ASTM, etc. by field personnel | (1) |
| PEF | RTAINING TO THE SPECIFICATIONS ENGINEER | |
| 1) | Conflicts between the plans and specifications and lack of coordination | (37) |

(12)

2) Specification writer unfamiliar with the tests and standards he specifies

TABLE B-3 - Continued

| 3) | Specifying unavailable materials | (9) |
|-----|--|------|
| 4) | Difficulty in specifying liquidated damages clauses that can be enforced | (2) |
| 5) | Tendency to rely on boiler plate from previous jobs | (1) |
| 6) | Failure to define responsibility of all parties | (-) |
| 7) | Proprietary requirements quoted in governmental contracts | (1) |
| PE | RTAINING TO SPECIFICATIONS | |
| 1) | Interpretation of the specifications; lack of uniformity | (91) |
| 2) | Incomplete or incorrect specifications | (65) |
| 3) | Ambiguous language in specifications | (48) |
| 4) | Conflicts within incompetently prepared specifications | (25) |
| 5) | The "or equal" clause; determination of acceptable equals | (24) |
| 6) | Omissions and errors in specifications | (14) |
| 7) | Failure to correctly or reasonably specify pay items | (12) |
| 8) | Obsolete products or methods | (12) |
| 9) | Adaptability of specifications to hamiling unforeseen conditions | (11) |
| 10) | Specification language too difficult for inspectors to understand | (8) |
| L1) | Applicability of specifications to actual job conditions | (7) |
| L2) | Too complex and wordy; poorly organized; failure to consider alternates | (6) |
| 13) | Claims for payment for extra work not adequately covered | (5) |

TABLE B-3 - Continued

| 14) | Changes clauses | (5) |
|-----|---|------|
| 15) | Measurements of quantities for payment | (3) |
| 16) | Lack of method to determine reasonable compliance | (2) |
| 17) | Specifying new materials and equipment | (2) |
| 18) | Inadequate cross references on large multicontract projects | (1) |
| отн | ER | |
| 1) | No response to the question | (56) |
| 2) | No problems with specifications | (48) |
| 3) | Lack of feedback from construction inspection force | s(5) |
| 4) | Nonuniformity of public agency requirements in different areas | (4) |
| 5) | Failure to communicate | (2) |
| 6) | Contracts where contractor takes all of the risks | (2) |
| 7) | Insufficient time for specifications review before release to bidders | (2) |
| 8) | Overturning of specification provisions by the courts | (2) |
| 9) | Too much government input and requirements | (1) |
| 10) | Owner's unwillingness to pay for necessary contract administration | (1) |
| 11) | Owner interference | (1) |

APPENDIX C
POPULATION CASE LIST

| are | aragraph# | , Name (BCA Vol. #) | 1st Case Review | 2nd Case Review | In Sample |
|----------|-----------|-----------------------------------|--------------------|--------------------|--------------|
| | 7 L2 | RBB General Ktns (81 2) | | | |
| | 15,300, | ners . | | | × > |
| • | 5,25 | atruc | | | < > |
| <u>.</u> | 5,26 | orp. (81-2) | | | < ≻ |
| | 5,38 | \rightarrow | | | < > |
| • | 5,01 | Construction Co. (81- | × | | 4 |
| • | 4,94 | | × | • | × |
| <u>.</u> | 5,02 | sta | ; | | • |
| • | 4,82 | A H Construction | | | × |
| • | 5,02 | 1 Industries (81-1) | | | } |
| <u>.</u> | 5,06 | Midwest Co | | | × |
| • | 5,01 | F. Smith Co. (81-1) | | | |
| • | | Con | | | × |
| <u>.</u> | 4,89 | les G. W | | | × |
| • | 5,02 | r, Inc. (81- | | | |
| • | 5,09 | gs & McCorv | - | • | × |
| • | 4,90 | ilders (8 | | | } |
| • | 2,06 | Lunseth Plumbing & Heating (81-1) | | | × |
| • | 5,09 | ickson Contracting Co | | | ; |
| <u>.</u> | 5, 12 | - An | | | × |
| _: | 5,12 | z Construction (| | - | : |
| • | 5,07 | ast Beck Aleutian (8 | | | × |
| .: | 4,54 | J.W. Bateson (80-2) | | × | × |
| • | 4,731, | 89 | | × | : × |
| | 4,499 | 00 | | | : × |
| : | 4,614, | Leopold Construction (80-2) | | | } |
| • | 4,465, | Kromer, Inc. (80-2) | | | |
| • | 4,468, | Edgemont (80-2) | | | × |
| • | 4,734, | G & M Mechanical (80-2) | | | × |
| • | 4,568 | 9 | | | × |
| • | 4,544 | Johnson & Son Erectors (80-2) | | | |
| • | 4,320 | و ج | , | × | |
| • | 4,330, | Buckeye Electric Co. (80-1) | | × | × |
| • | 1,000 H | bu cilck co., inc. (80-1) | | × | |
| • | 7,4 | Alapp R of Co., Inc. (80-1) | | × | × |

| are | aragraph #, | Name (BCA Vol. #) | 1st Case Review | 2nd Case Review | In Sample |
|--------------------|-------------------------------------|--|--------------------|--------------------|--------------|
| 36. | 433, 434, | Control Temp, Inc. (80-1) Triangle Painting (80-1) | 1 | ×× | ; |
| | # 200 m | Il Construction Co. | | ∢ | × |
| .0: | 275, | e Associates, in ey Construction | | | × |
| | 4,287 | چ در | | | × |
| m= | 4 3399 | athrop Construction | | | × |
| ις. | 1,000 10,000 10,000 10,000 | EO | | | > |
| ٠. | 4,136, 3,950, | Boller Services (79-2) C & H Construction (70-2) | | | < |
| φ. | 3,917 | Interprise | | | ×× |
| | 3,914, | Atan J. haynes Construction (79-2) Titan Mt. States Construction (79-2) | | | ; |
| ٠ . | 1,034, | Nexander Co., Inc. (79-2) | | | × |
| y m | 967 | on Mechanical, Inc. (7 | | | × |
| .⇒ | ,969, | Jaybil Industries (79-2) | | | > |
| ייי | 9555 | Corporation (7 | | | ∢ |
| :: | ,002 | Construction (79- Tromblev (79-2) | | | × |
| ھ ہ | ,001, | Associate | | | × |
| | 878 | | | | > |
| | 730 | Fe Engineers, Inc. (| | | < |
| | 775 | B Ele | | | × |
| . r. | 610 | rman Construction | | | × |
| • • | 646, | ns | | | × |
| • • • • • • • • | , 7450 , 7450 , 750 | ည် | | | × |
| | , 797, ,871, | e Quinn (79-1) Line Corporation | | | ; |
| | | | | | ≺ |

| Para | aragraph #, | Name (BCA Vol. #) | 1st Case Review | 2nd Case Review | In |
|------------|---|-----------------------------------|--------------------|--------------------|-------------|
| 71. | 3,869, | Randall H. Sharpe (79-1) | | | > |
| a a | 3,579 | · 65 | | | < |
| 7-27 | 3,673, | n (?9-1) ction Co | | | × |
| 75. | 13,822, | Lindwall Construction Co. (79-1) | | • | . |
| ~ c | 985 478 678 678 678 678 678 | Speegle Construction, Inc. (79-1) | | | × |
| σ | 3,825, | (79-1) | | | : ; |
| 0 | 999 | Wilmac Construction (78-2) | × | | ×× |
| ⊣ ი | 2,749 1,249 | Page & Wirtz (78-2) | × | | × |
| y m | 3,485, | 2) Tne (78 | | | |
| = | 3, 471, | ric Co. (78 | | | > |
| S | 3,440, | (78-2) | | | < |
| 10 | 3,244, | D & D Management Co. (78-2) | × | | × |
| - 00 | 3, 173, | Joseph Morton Co. (78-1) | × | | × |
| 9 | 3,165, | - 23 | | | > |
| 0 | 3,164, | Hogan Mechanical (78-1) | × | | < |
| ~ (| 3,162, | | ł | | × |
| NO | 3.160, | Jim O'Connor, Inc. (78-1) | | | • |
| | 9000 | Ò, | > | | × |
| 95. | 2,877, | <u>a</u> | 4 | | × |
| 90 | , a a a a | Fred R. Comb (77-2) | | | |
| -ω | 2,771, | CYR Construction Co. (77-2) | | | × > |
| 9 | 2,723, | Blinderman Construction (77-2) | | | ≺ |
| 0 5 | 2,717, | BJ Larvin (77-2) | | | × |
| ٦ م | 7,083, 0,672, | Wasco, Inc. (77-2) | | | |
| 03. | 2,643, | Dericer & Johns (17-2) | | | × |
| = | 2,553, | tion (| | | < × |

APPENDIX D COMPLETED CASE REVIEW FORMS

| | Name of Contractor RRB G | Date Case Heard 130158PA1 EDERAL Contractors UDC ge No. 31-2 Vol. No. 81-2 |
|---------------------|---|--|
| CASE INFO | Who won? Govt Ktr | Dollar Amt. of Claim \$ 1419234 Amount of award \$ 3 (days) Awarded NA (days) |
| PROJECT PEATURES | Area of the Country: <u>pest</u> Doubles Size of Contract: \$ | Mech Civil Struc ays Required MAJCOM: SAC. COE involvement: Yes No au coepet at officeres Club |
| CLAIM ATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| · | 13. Overzealous inspection | (continued) |

| intelled peliplose | edas specified it wouldnot have n |
|--------------------|---|
| | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties |

| | ASBCA Case No. 24376 Name of Contractor 3: Base Myrtle Beach, SC P Paragraph No. 15,300 | Date Case Heard |
|-------------------|--|--|
| CASE INFO | Who won? Govt Ktr | Dollar Amt. of Claim \$ N.6. Amount of award \$ N/A 56 (days) Awarded N/A (days) |
| ROJECT EATURES | Area of the Country: | Mech Civil Struc |
| LAIM ATEGORIES | the work described | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| | Claim Categories (contd.) Additional Claim Categries: Delays |
|-------------------|--|
| | Comments: |
| ERTINENT FACTS | 1. heed for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: 11. Lack of Coordination Between the Contractor and Subcontrac' ors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Ktr personnel probs. - bad weather - addt'l mat'ls ordered - Govt. inspector harras ment |

| • | Name of ContractorBic | Date Case Heard August 20, 1981 gelow, Inc. nge No. 75,731 Vol. No. 81-2 |
|---------------------|--|--|
| CASE INFO | Who won? Govt. / Ktr | Dollar Amt. of Claim \$ N.6. Amount of award \$ N/A N/A (days) Awarded (days) |
| PROJECT PEATURES | Area of the Country: I Size of Contract: \$ 236.9° Type of Work (project): | Mech Civil Struc |
| CLAIM ATEGORIES | 1. Ambiguous Specs | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for C |
| | 13. Overzealous inspection | 25. Improper T for C |

| | Claim Categories(contd.) Additional Claim Categries: |
|----------|--|
| | Comments: |
| ERTINENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Confused for Change or Inspectors Inspectors Inspector Inspector |

| | ASBCA Case No. 25118 Date Case Heard 2801.181 Name of Contractor 5.0.1800 CORP Base Killy AFB 717 Page No. 75574 Vol. No. 81-2 Paragraph No. 15368 Entitlement Both E&Q Dollar Amt. of Claim \$11868.30 |
|---------------------|---|
| CASE INFO | Who won? Govt. Ktr Amount of award \$ 65 Time Extension requested NA (days) Awarded NA (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions Directing Work 19. Inspector Improperly Stopping Work 20. Freud Letent Defects |
| | 9. Challenges in the "Or Equal" area 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for C |
| | 13. Overzealous (continued) |

|] | new woold work - couldn't tellag | a consistent pattern for identifyed certain values and piping were due | tin |
|------|---|--|-----------|
| | Need for Change Order Poor Criteria at the Start of Design | Between the Contractor and Subcontractors | |
| | 3. Need for Addendum 4. Poor Documentation | 12. Change in the Contractor's Supervisor | |
| | by Inspector 5. Inexperience of Inspectors | 13. CO Directs Change in the Method or Manner of Performance | _ |
| NENT | 6. Absence of the Contractor's Supervisor | 14. Problems with Government-Furnished | _ |
| | 7. Poor Documentation by Contractor 8. Contractor's Prior | Equipment 15. Use of Improper Communication | |
| | Experience 9. Adversary Relationship 10. Change in Inspectors | Channels by CO 16. Air Force Personnel Performing Contractor Duties | _ |
| | | trand goo 't underestinated sixe of or | tro ou |
| | Comments: | | |
| | | | - - |
| | | | - |
| | | | _ |

| Area of the Country: Days Required NA MAJCOM: YAC Size of Contract: \$1881 Coo | | ASBCA Case No. 25811 Date Case Heard 18 Aug 81 Name of Contractor Quality Electric Service Base THAW AFB VC Page No. 716199 Vol. No. 812 Paragraph No. 15380 |
|---|---------------------|---|
| Area of the Country: Days Required MAJCOM: YAC | | Who won? Govt Ktr Amount of award \$ |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Omissions in Specs. 15. Inspector Caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 12. Poor Workmanship 13. Overzealous | PROJECT FEATURES | Area of the Country: Days Required NA MAJCOM: YAC Size of Contract: \$1881,000 COE involvements Yes No Type of Work (project): On Spirited to the Second Coe Project Coe Proj |
| | CLAIM CATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work jite 12. Poor Workmanship 13. Overzealous 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Rejecting Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | | inspection (continued) |

| Comments: | |
|---|--|
| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Comments: | 11. Lack of Coordination Between the Contract and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties |

| | ASBCA Case No. 22793,23040 Date Case Heard Jan. 26, 1981 Name of Contractor C+L Construction Co, Inc. Base Pease, NH Page No. 73,951 Vol. No. 81-1 Paragraph No. 14,943 |
|---------------------|--|
| CASE INFO | Entitlement doth E&Q Dollar Amt. of Claim \$ 53,270 Who won? Govt Ktr Amount of award \$ 12,144 Time Extension requested N/A (days) Awarded (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil _ Struc Area of the Country: Days Required MAJCOM: SAC Size of Contract: \$ 2,728, 350 COE involvement Yes No _/ Type of Work (project): design/construct MFH units Type of Work (Claim): excavation (bouldws) |
| CLAIM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection: 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| } | 1. Need for Change Order | , 11. Lack of Coordination |
|----------------|---|--|
| | 2. Poor Criteria at the Start of Design | Between the Contractor and Subcontractors |
| | 3. Need for Addendum4. Poor Documentation | 12. Change in the Contractor's Supervisor |
| | by Inspector 5. Inexperience of Inspectors | 13. CO Directs Change in the Method or Manner of Performance |
| TINENT ACTS | 6. Absence of the Contractor's Supervisor | 14. Problems with Government-Furnished |
| | 7. Poor Documentation by Contractor8. Contractor's Prior | Equipment 15. Use of Improper Communication |
| | Experience 9. Adversary Relationship 10. Change in Inspectors | Channels by CO 16. Air Force Personnel Performing Contractor Duties |
| | | boulders was beyond what expected. entitled to compensation |
| | A | use govt. had signed |

| | ASBCA Case No. 23040 Date Case Heard Jan. 26, 1981 Name of Contractor C+L Construction Co., Inc. Base Pease, NH Page No. 73, 751 Vol. No. 81-1 Paragraph No. 14,743 |
|---------------------|---|
| CASE INFO | Entitlement Both E&Q _/ Dollar Amt. of Claim \$ 20,280.08 Who won? Govt Ktr _/ Amount of award \$ |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil _/ Struc Area of the Country: Days Required MAJCOM: SAC Size of Contract: \$ 2,728,350 COE involvement: Yes No _/ Type of Work (project): design + Construct NFH units Type of Work (Claim): excavation unswitable materials |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection 2 |

| | Comments: |
|-------------------|---|
| ERTINENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Kit failed to give required notice (he had to replace it w/ suitable mat') (he had to replace it w/ suitable mat') |

| Design Discipline: Electr Mech Civil Struc Area of the Country: NE Days Required MAJCOM: MAC Size of Contract: \$ 185 385 | Name of Contractor AAA Harborhoo Co Ease Mc Crue AAA AAA Page No. 73/59 Vol. No. Color Paragraph No. 1/25/33 CASE Entitlement Both E&Q Dollar Amt. of Claim AAA C | |
|---|--|---|
| Area of the Country: NE Days Required IMA MAJCOM: MAC Size of Contract: \$ 185 345 COE involvement Yes No Type of Work (project): Repen Neiting & Mc Caystem; in Survey. 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous Ambiguous Specs. 14. Improper Liquidated Damages 15. Inspector caused Delay 16. Inspector Improperly Rejecting Work 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Co Acting Improperly 19. Co Acting Improperly 19. Co Directing Addt'1 Work 19. Co Improperly Rejecting Work 19. Improper T for D 19. Conditions 19. Improper T for D 19. Conditions 19. Improper T for D | Area of the Country: NE Days Required MAJCOM: MAC Size of Contract: \$ 185,385 COE involvements Yes No Type of Work (project): Repen Neutron & All Superior All Superior Maintenance Type of Work (Claim): Machanical - Neutron and European Acting and European Acting and European Acting Conditioning 1. Ambiguous Specs. | Name of Contractor LAND H. Maks-purhow Co. Inc. Base McGues Afo, M. Page No. 73/59 Vol. No. 8/-/ Paragraph No. 14823 Entitlement V. Both E&Q Dollar Amt. of Claim \$ 25/45 Who won? Govt. Ktr Amount of award \$ 1/A |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give york site 12. Poor Workmanship 13. Overzealous 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 23. CO Improperly Rejecting Work 24. Improper T for D | Area of the Country: NE Days Required WA MAJCOM: MAC Size of Contract: \$ 185, 385 COE involvements Yes No. Type of Work (project): Repair Heating & A/C systems in Avionics Maintena |
| inspection (continued) | | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector -caused Delay 16. Inspector Improperly Rejecting Work 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |

| | Claim Categories (contd.) Additional Claim Categries: Problems with change order |
|-----------|---|
| | Comments: Financial problems causedly gov't through numerous change orders bousing an increased need for supervision |
| ERT INENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary helationship 10. Change in Inspectors 11. Lack of Coordination Between the Contractor's Supervisor 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: |
| | Comments: |
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| | : |
| | |

| | Name of Contractor | Date Case Heard April 7, 1981 Midwest Construction ge No. 74, 513 Vol. No. 81-1 |
|---------------------|---|---|
| CASE INFO | Who won? Govt/Ktr | Dollar Amt. of Claim \$ 90,205.06 Amount of award \$ N/A N/A (days) Awarded (days) |
| PROJECT FEATURES | Area of the Country: D | Mech Civil _/ Struc ays Required MAJCOM: 5AC 7. III COE involvements Yes No _/ addition to medical facility Sewer |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |
| Į | Tubbec from | (Continued) |
| • | | |

| Comments: | l ll. Lack of Coordination |
|---|--|
| Need for Change Order Poor Criteria at the Start of Design | Between the Contractor and Subcontractors |
| 3. Need for Addendum 4. Poor Documentation | 12. Change in the Contractor's Supervisor |
| by Inspector 5. Inexperience of Inspectors | - 13. CO Directs Change in the Method or Manner of Performance |
| 6. Absence of the Contractor's Supervisor | 14. Problems with Government-Furnished Equipment |
| 7. Poor Documentation by Contractor 8. Contractor's Prior | _ 15. Use of Improper Communication Channels by CO |
| 9. Adversary Relationship 10. Change in Inspectors | 1 16. Air Force Personnel Performing Contractor Duties |
| Additional Pertinent Facts: | Inadequate Site Inv. |
| Comments: <u>adequate</u> S have revealed drainage | site investigation would problems. |

| | ASBCA Case No. 24548 Date Case Heard 13 MAR & Name of Contractor Pecies Construction Co Base Yranis Ara Ca Page No. 44304 Vol. No. 81-1 Paragraph No. 15014 |
|--------------------|---|
| CASE | Entitlement Both E&Q Dollar Amt. of Claim \$49946 Who won? Govt. Ktr Amount of award \$506 Time Extension requested NA (days) Awarded NA (days) |
| PROJECT EATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: West Days Required MA MAJCOM: Size of Contract: \$3010,050 COE involvement: Yes No Type of Work (project): Construct 958 USER 1 USES Type of Work (Claim): Fallurs to Property 950 FFICIENT By Book |
| CLAIM ATEGORIES | 1. Ambiguous Specs 14. Improper Liquidated Damages 2. Omissions in Specs 15. Inspector-caused Delay 4. Differences in |

| | 1. Need for Change Order ll. Lack of Coordination 2. Poor Criteria at the and Subcontractors |
|------------------|--|
| RTINENT FACTS | Start of Design 3. Need for Adderdum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in the Contractor 114. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Involument Additives Comments: |

| | Name of Contractor Char | Date Case Heard Dec. 15, 1980 rles G. Williams Construction, Inc. age No. 73,676 Vol. No. 81-1 |
|---------------------|--|--|
| CASE INFO | Who won? Govt. 🗸 Ktr | Dollar Amt. of Claim \$ Not given Amount of award \$ Ø N/A (days) Awarded N/A (days) |
| PROJECT FEATURES | Area of the Country: I Size of Contract: \$\\ \begin{align*} 209,00 \\ Type of Work (project): | Mech Civil _/ Struc Days Required MAJCOM: _ATC OO COE involvement Yes No _/ Alterations to building excavation/concrete pouring. |
| CLAIM CATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| 1 | inspection | (continued) |

| | Claim Categories (contd.) Additional Claim Categries: CO Acting Improperly Comments: |
|--------------------|--|
| ERT INENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship Preforming Contractor 10. Change in Inspectors Additional Pertinent Facts: Comments: Ker had to excevate and repour contract index of the experience of the Problems with Contractor Contractor Commentation Contractor Communication Contractor Communication Contractor Communication Communi |

| | ASBCA Case No. 25/35 Date Case Heard 20 Por 8: Name of Contractor Sicology Out McCopury Inc. Base Equal AFO, Fla. Page No. 74/390 Vol. No. 81-1 Paragraph No. 15094 |
|---------------------|---|
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$_\log_\(\Omega_39.82)\$ Who won? Govt Ktr Amount of award \$ O Time Extension requested _\(\omega_\left/\Phi\) (days) Awarded _\(\omega_\left/\Phi\) (days) |
| PROJECT PEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: SE Days Required N/A MAJCOM: AFIC. Size of Contract: \$2,168,159 COE involvement Yes No Type of Work (project): Construct an Armament System Sevel Faculity Type of Work (Claim): Fine delection system (Arokedetaetors) |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | inspection (continued) |
| | |

| Claim Categories(contd.) | |
|---|--|
| Additional Claim Categries: | |
| | |
| Comments: 1) Spees foorly organized | -hard to till unwhat section the been handled - by what subti |
| 1. Need for Change Order | , ll. Lack of Coordination |
| 2. Poor Criteria at the Start of Design | Between the Contractor |
| 3. Need for Addendum | 12. Change in the Contractor's |
| 4. Poor Documentation by Inspector | Supervisor 13. CO Directs Change in |
| 5. Inexperience of Inspectors | the Method or Manner of Performance |
| 6. Absence of the Contractor's Supervisor | 14. Problems with Government-Furnished Equipment |
| 7. Poor Documentation by Contractor | 15. Use of Improper |
| 8. Contractor's Prior Experience | Communication Channels by CO |
| 9. Adversary Relationship | 16. Air Force Personnel Performing Contractor Duties |
| Additional Pertinent Facts: 25 | fulled to read contract as a whole |
| Comparts 1) Q d . # | : 0 J. d |
| Comments: 11) Prog coordination | जि एरव |
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PERTINENT

| Size of Contract: \$2 108 159 COE involvement Yes No Type of Work (project): Contract 14. Improper Liquidated Damages 1. Ambiguous Specs. 14. Improper Liquidated Damages 2. Omissions in Specs. 15. Inspector-caused Delay 4. Differences in 16. Inspector Acting Outside His Authority 5. Impossibility of The work described 17. Inspector Improperly 6. Inaccurate tech data in specs. 19. Inspector Improperly 7. Differing Site 19. Inspector Improperly 8. Changes in Specs. 19. Inspector Improperly 8. Changes in Specs. 20. Fraud, Latent Defects, 9. Challenges in the 21. CO Acting Improperly 10. Owner had superior 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 12. Poor Workmanship 25. Improper T for C | | |
|--|---------------------|---|
| Who won? GovtKtr \(\) Amount of award \(\) \(\) \(\) \(\) Amount of award \(\) \ | | Name of Contractor stalling and Mrc Corney elno Base Equip AFB 71 Page No. 74590 Vol. No. 81-1 |
| Area of the Country: SE Days Required MAJCOM: AELC Size of Contract: \$2\lor 159 | | Who won? Govt. Ktr Y Amount of award \$ NA |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 23. CO Improperly Rejecting Work 24. Improper T for D | PROJECT FEATURES | Area of the Country: <u>SE</u> Days Required <u>NA</u> MAJCOM: <u>A.F.C.</u> Size of Contract: \$2108159 COE involvements Yes No \(\frac{1}{2}\) Type of Work (project): <u>Consert Abusine</u> |
| i inspection (continued) | | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 2 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | • | |

| | Comments: 5) error in design - | oors wouldn't have functioned if built |
|--------------------|--|--|
| ERT INENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Inspectors Comments: | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Mu fault to Clearupe patent ambiguity |

| | ASBCA Case No. 25332 Date Case Heard Mar 24, 1981 Name of Contractor Lunseth Plumbing + Heating Base Grand Forks, ND Page No. 74503 Vol. No. 31-1 Paragraph No. 15,063 |
|---------------------|--|
| CASE INFO | Entitlement / Both E&Q Dollar Amt. of Claim \$ 3240 Who won? Govt. / Ktr Amount of award \$ N/A Time Extension requested N/A (days) Awarded (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required MAJCOM: SAC Size of Contract: \$ COE involvement Yes No Type of Work (project): installation + repairs MFH Type of Work (Claim): plumbing |
| CLAIM CATEGORIES | data in specs Directing Work Differing Site 19. Inspector Improperly |
| c | Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly |
| • | 10. Owner had superior knowledge 11. Failure to give access to the work site 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | 12. Poor Workmanship 25. Improper T for C 13. Overzealous (continued) |

| | Comments: |
|------------------|---|
| RTINENT PACTS | 1. Need for Change Order 2. Foor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Supervisor 9. Adversary Relationship Change in Inspectors 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor 19. Adversary Relationship Duties Additional Pertinent Facts: Inadequate Site Inv. Ker delayed in Jaking necessary action Comments: Ker had to do extra werk to relocate the fowests because of predrilled hades (claims govt. Should have yevealed faucet height) |

| Entitlement | ASBCA Case No. <u>05304</u> Date Case Heard <u>04 Apr. 1931</u> Name of Contractor <u>1211 Howly Carren roises</u> , <u>Tree</u> Base <u>McCoukles L. AFB, KA</u> Page No. <u>74805</u> Vol. No. <u>81-1</u> Paragraph No. <u>15/25</u> |
|--|--|
| Area of the Country: Molect Days Required A MAJCOM: ACT Size of Contract: \$ COE involvement Yes No Type of Work (project): Intellationally Modifications 1. Ambiguous Specs. | Who won? Govt Ktr Amount of award \$/A |
| 2. Cmissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector - Caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'1 Work 24. Improper T for D 25. Improper T for C | Area of the Country: Midwest Days Required 180 MAJCOM: Size of Contract: \$ COE involvement Yes No 1 Type of Work (project): Installdishwasher Modify colonets in MFH units |
| 13. Overzealous | 2. Cmissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work in specs. 12. Conditions 13. Inspector Acting Outside His Authority 14. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. Co Acting Improperly Work 23. Co Improperly Rejecting Work 24. Improper T for D |
| | 13. Overzealous |

| | Claim Categories(contd.) Additional Claim Categries: |
|--------------------|---|
| PERTINENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 6. Poor Documentation by Contractor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors 10. Change in Inspectors 11. Change in Inspectors 12. Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 16. Comments: |
| | 172 |

| Design Discipline: Electr | Name of Contractor Norce | Date Case Heard Mar. 30, 1981 Loas t- Beck Aleutian Page No. 74, 545 Vol. No. 81-1 |
|---|--|--|
| Area of the Country: Days Required MAJCOM: AAC | Who won? Govt/Ktr | Amount of award \$ N/A |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | Area of the Country: Size of Contract: \$ 4,346 Type of Work (project): | Days Required MAJCOM:AAC |
| | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| inspection (continued) | | (continued) |

| Comments: | |
|---|---|
| that he should make a govt. would pay (for Ktr says | t "shall require" meant sure it happened, but mftr. to provide services |

| | Name of Contractor | Date Case Heard May 30, 1978 Bateson Company, Tro. age No. 71, 694 Vol. No. 80-2 |
|---------------------|--|---|
| CASE INFO | Who won? Govt Ktr 🗸 | Dollar Amt. of Claim \$ 33,068 Amount of award \$ N/A N/A (days) Awarded N/A (days) |
| PROJECT FEATURES | Area of the Country:D Size of Contract: \$_69,979, Type of Work (project): | Mech Civil Struc Pays Required MAJCOM: _ATC OOO COE involvement Yes _/ No enlarge hospite/ electrical lines |
| | 1. Ambiguous Specs 2. Omissions in Specs 3. Conflicts in Specs 4. Differences in Interpretation | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority |
| CLAIM CATEGORIES | 5. Impossibility of the work described 6. Inaccurate tech. data in specs. | 1 17. Inspector Improperly Rejecting Work 1 18. Inspector Improperly Directing Work |
| | 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the | 1 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors |
| • | "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site | 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| · | 12. Poor Workmanship 13. Overzealous inspection | 25. Improper T for C(continued) |

| | Claim Categories(contd.) Additional Claim Categries: |
|-----------|--|
| | Comments: |
| ERT INENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Foor Documentation by Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: 11. Lack of Coordination Between the Contractor and Subcontractor and Subcontractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 16 |
| | Comments: Such purty had different interpretations of the meaning of "service lines" and "existing outlets" in specs. Thus, Govt. failed to provide utility Service as promised in ag contract. |

| Page | _ of/ PagesCASE | E REVIEW FORM | Lin Bill |
|---------------------|---|--|---|
| | • | · | |
| | ASBCA Case No. 23597 Name of Contractor April Base (L) HAR APP), Arra Paragraph No. 1473/ | WAFT CONSTRUCTION CO | o, Toc |
| CASE INFO | Entitlement Both E&Q Who won? Govt Ktr Time Extension requested | Amount of award \$ | ٥ |
| PROJECT FEATURES | Design Discipline: Electr Area of the Country: West Size of Contract: \$_581, Type of Work (project): A Type of Work (Claim): for | Days Required MAJO MAJO DO COE involvement Demokshandrebuilda bud | COM: ATC Yes No_ |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area | 14. Improper Liquida Damages 15. Inspector-caused His Authority 17. Inspector Improper Rejecting Work 18. Inspector Improper Directing Work 19. Inspector Improper Directing Work 20. Fraud, Latent Defor Gross Error 21. CO Acting Improper Add | i Delay g Outside perly perly perly efects, perly |
| • | 10. Owner had superior knowledge 11. Failure to give access to the work site | 22. CO Directing Add Work 23. CO Improperly Re Work 24. Improper T for D | jecting |

25. Improper T for C

(continued)

12. Poor Workmanship

13. Overzealous inspection

| | Claim Categories (contd.) Additional Claim Categries: Comments: 8) 400 'I require work beyond contract requirements 12) specs & imperation contributed to poor workmanship 23) espegos I first expressional tiles |
|-----------|--|
| PERTINENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors 7. Duties 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personnel Performing Contractor Duties 17. Additional Pertinent Facts: Additional P |

| CASE INFO | Name of Contractor Masses Base Avaold AFS Tenn. Paragraph No. 14,499 Entitlement Both E&Q Who won? Govt. Ktr | Date Case Heard May 22, 1980 on + Dulion Company, Tac. age No. 71,471 Vol. No. 80-2 Dollar Amt. of Claim \$ 14,305.94 Amount of award \$ NA N/A (days) Awarded (days) |
|---------------------|--|--|
| PROJECT FEATURES | Design Discipline: Electr Area of the Country: I Size of Contract: \$,313_,0 | Mech Civil Struc Days Required MAJCOM: AFSC OOO COE involvement Yes No Madification of steam distr. System |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | 13. Overzealous inspection | 25. Improper T for C |

| | Comments: |
|------------|--|
| NENT TS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: 11. Lack of Coordination Between the Contractor and Subcontractor Supervisor 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personnel Performing Contractor Duties 18. Adversary Relationship 19. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 18. Adversary Relationship 19. Use of Improper Communication Channels by CO 18. Air Force Personnel Performing Contractor Duties 19. Adversary Relationship 19. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 18. Adversary Relationship 19. Use of Improper Communication Channels by CO 18. Air Force Personnel Performing Contractor Duties 19. Adversary Relationship 19. Use of Improper Communication Channels by CO 19. Air Force Personnel Performing Contractor Duties 19. Use of Improper Communication Channels by CO 19. Air Force Personnel Performing Contractor Duties 19. Use of Improper Communication Channels by CO 19. Air Force Personnel Performing Contractor Duties 19. Use of Improper Communication Channels by CO 19. Air Force Personnel Performing Contractor Duties 19. Use of Improper Communication Channels by CO 19. Air Force Personnel Performing Contractor Duties 19. Use of Improper Communication Channels by CO 19. Air Force Personnel Performing Contractor Duties 19. Use of Improper Communication Channels Duties 19. Use of Improper Co |

| CASE En Who Time Part Part Part Part Part Part Part Part | me of Contractor | Date Case Heard May 22, 1980 Asson + Dulion Company, Inc. Page No. 71, 471 Vol. No. 80-2 Dollar Amt. of Claim \$ (see claim 1) Amount of award \$ N/A M/A (days) Awarded (days) tr Mech Civil \sqrt{Struc} Days Required MAJCOM: AFSC 313,000 COE involvement Yes No _/ madific. of Steam distr. system pipe placement |
|--|---|--|
| PROJECT Are Signatures Type | sign Discipline: Elected of the Country: | tr Mech Civil Struc Days Required MAJCOM:AFSC 313,000 |
| | | |
| 2. 3. 4. CLAIM ATEGORIES 6. 7. 8. 9. 10. 11. | Ambiguous Specs. Omissions in Specs. Conflicts in Specs. Differences in Interpretation Impossibility of the work described Inaccurate tech. data in specs. Differing Site Conditions Changes in Specs. Challenges in the "Or Equal" area Owner had superior knowledge Failure to give access to the work site Poor Workmanship Overzealous inspection | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| Comments: | |
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| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Perfermance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel |
| 9. Adversary Relationship 10. Change in Inspectors | Performing Contractor Duties |
| Additional Pertinent Facts: | |
| Comments: | |

| ASECA Case No. 22530 Date Case Heard May 32, 1930 Name of Contractor Mason + Dulion Company, Inc. Base Arnold AFS, Tenn. Page No. 71, 471 Vol. No. 20-2 Paragraph No. 14, 463 Entitlement Both E&Q Dollar Amt. of Claim \$ (ceedoim) \ Who won? Govt. Ktr Amount of award \$ N/A \ Time Extension requested N/A (days) Awarded (days) Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required MAJOOM: AFSC Size of Contract: \$ 1,313,000 COE involvement Yes No. Type of Work (project): NACA of STANK ONTY. SUFFEM Type of Work (Claim): Sociatil mat'! 1. Ambiguous Specs. 14. Improper Liquidated Damages 3. Conflicts in Specs. 15. Inspector-caused Delay 1. Differences in 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 20. Timposibility of the work described Ris Authority 21. Inspector Improperly Stopping Work 22. Conditions 23. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 124. Improper T for D | Name of Contractor Mason + Dulion Company Base Arnold AFS, Tenn. Page No. 71,471 Vol. No. Paragraph No. 14,499 Entitlement Both E&Q Dollar Amt. of Claim \$ Who won? Govt. Ktr Amount of award \$ N/A Time Extension requested N/A (days) Awarded PROJECT Area of the Country: Days Required MAJCOM: Size of Contract: \$ 1,313,000 COE involvement Ye Type of Work (project): Med. of Strand distr. | (czedaiw) A (days) cruc A: AFSC ces_No_ |
|---|---|---|
| Who won? Govt Ktr Amount of award \$ N/A | Who won? Govt Ktr Amount of award \$ N/A Time Extension requested N/A (days) Awarded PROJECT PROJECT Area of the Country: Days Required MAJCOM: Size of Contract: \$ 1,313,000 COE involvement Ye Type of Work (project): Add. of Size distr. | (days) truc A: <u>AFSC</u> (esNo |
| Area of the Country: Days Required MAJCOM: _AFSC Size of Contract: \$ 1,313 000 | PROJECT Area of the Country: Days Required MAJCOM: Size of Contract: \$ 1,313,000 COE involvement: Ye Type of Work (project): A. of Size M. distr. | 1: <u>AFSC</u> [esNo |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work in the work in the work site 20. Imspector Improperly Rejecting Work 21. Co Acting Improperly Rejecting Work 22. Co Directing Addt'1 Work 24. Improper T for D | | |
| 12. Poor Workmanship 25. Improper T for C inspection (continued) | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | Delay Dutside Cly Cly Cly Cts, Cly Cts, Cly Cting |

| | Comments: | |
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| nent Ts | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties No Part. Facts |

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| | Name of Contractor | Date Case Heard GUAU 83 FUNUT Chu's pintinul Co Page No. 7/344 Vol. No. 80-2 |
| ASE NFO | Who won? Govt Ktr _ | Dollar Amt. of Claim \$ 7,030.00 Amount of award \$ 6 L/A (days) Awarded L/A (days) |
| OJECT ATURES | Area of the Country: Milwer Size of Contract: \$ 11.970 Type of Work (project): 4 | Mech Civil Struc TDays Required <u>N/A</u> MAJCOM: 77. SO COE involvements Yes No Elter and refair a building Deckedule didn't directly match specs : drawings |
| LAIM TEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection: | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |
| į | Tushec flou. | (continued) |

| | Comments: 1) Kt. ignored work described in specs that didn't appear |
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| T INENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 8. Contractor's Prior Communication Change in Inspectors 9. Adversary Relationship Performing Contractor Additional Pertinent Facts: Mighaled to Learth, fatint anlequity Comments: |

| Who won? Govt. | | | |
|--|------------------|---|--|
| Who won? Govt. Ktr | | Name of Contractor G. Base Kelly, Texas | Page No. 72,693 Vol. No. 80-2 |
| ATURES Area of the Country: Days Required MAJCOM: AFLC | :ASE :NFO | Who won? Govt. / Ktr | Amount of award \$A |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | OJECT ATURES | Area of the Country: | Days RequiredMAJCOM: _AFLC 1.6. COE involvement Yes /No installation of chiled water lines |
| , | LAIM TEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | | - | i (continued) |

| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Frior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Incorrect Sampling Proces |
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| CASE INFO | ASBCA Case No. XBCHAM) Date Case Heard S. Jun En Name of Contractor Path Construction Co. Tur. Base Muche Tarch AR, S. Page No. 1225. Vol. No. 2020 Paragraph No. 1458 Entitlement Both E&Q Dollar Amt. of Claim \$21/200 Below Who won? Govt. Ktr Amount of award \$ (14 Time Extension requested MA (days) Awarded MA (days) |
|---------------------|---|
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: DE Days Required DO MAJCOM: TO Size of Contract: \$49,914 COE involvement Yes No Type of Work (project): leplace seding on hangars Type of Work (Claim): Inolders with supply of ottolestable for panels |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | inspection (continued) |

| | Claim Categories (contd.) Additional Claim Categries: Delay due to supplies Comments: Maniert Co coerced by into excelerating performance |
|--------------------|--|
| FERTINENT FACTS | 1. Need for Change Order 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor by Inspector 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Contractor's Prior Experience 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personne |

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| CASE INFO | ASBCA Case No. A Second Date Case Heard Date Compared Name of Contractor Text Construction (D), Inc. Base Light Perhaps Page No. 7125 Vol. No. 80-2 Paragraph No. 1433 Entitlement Both E&Q Dollar Amt. of Claim \$ 21,1/26 |
|---------------------|--|
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required MAJCOM: Size of Contract: \$ OF COE involvement: Yes No Type of Work (project): **Replace Suding on hangars Type of Work (Claim): **Cocerced ktd to finish fluckly (accelerated) |
| CLAIM CATEGORIES | Directing Work 7. Differing Si e Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous Directing Work 19. Inspector Improperly 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | inspection (continued) |

| · | 1. Need for Change Order | for D unless gov't got consideration icelerate performance 11. Lack of Coordination Between the Contractor |
|--------------------|--|---|
| PERTINENT FACTS | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor | and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment |
| | 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: | 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties |

| Area of the Country: Days Required G() MAJCOM: TNC. | | |
|---|---------------------|---|
| Who won? Govt. Ktr Amount of award \$ O I | | Name of Contractor Park Construction Co, Toc Base Myshe Perch Arb, Scrage No. 7:335 Vol. No. 802 |
| Area of the Country: E Days Required O MAJCOM: TAC Size of Contract: \$ 54,440 COE involvement Yes No Type of Work (project): Continut fount Vall; Invaled bligging Wit, doors Type of Work (Claim): Lupsy problems and overheadlooms, humanyof 1. Ambiguous Specs. | | Who won? Govt Ktr Amount of award \$ |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described CATEGORIES 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor workmanship 13. Overzealous 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 24. Improper T for D 25. Improper T for C | PROJECT FEATURES | Aren of the Country: <u>SE</u> Days Required <u>QO</u> MAJCOM: <u>TAC</u> Size of Contract: \$ 54,440 COE involvement Yes No Type of Work (project): Gustuct fluint Vall; Insulate Bldg: Inst Htg. doors |
| | | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 25. Improper T for C |
| | | |

| Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: It was delinquest in filing for suppression submittals 14. Problems With Government-Furnished Equipment Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: It was delinquest in filing for suppression | } | Comments: | |
|---|--------------|--|---|
| 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in the Contractor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Additional Pertinent Facts: Att was delargued in filing for materal submuttals **Till falls to get a bunding commutation supplied.** | | 2. Poor Criteria at the | Between the Contractor |
| by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: It was delinquest in filing for supersupersupersupersupersupersupersuper | | 3. Need for Addendum | - Contractor's |
| CTS 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Communication Channels by CO 9. Adversary Relationship Performing Contractor 10. Change in Inspectors Additional Pertinent Facts: What was delinquest in filing for material submittals 14. Problems with Government-Furnished Equipment Convertment-Furnished Equipment Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: What was delinquest in filing for material submittals Additional Pertinent Facts: What was delinquest in filing for material submittals | | by Inspector | - 13. CO Directs Change in the Method or Manner |
| Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: It was delinquest in filing for materials aubmittals 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: It was delinquest in filing for materials Submittals 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties | INENT CTS | 6. Absence of the Contractor's Supervisor | 14. Problems with Government-Furnished |
| 9. Adversary Relationship 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Its was delinquest in filing for materials Submittals 115. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Its was delinquest in filing for materials Submittals 115. Air Force Personnel Performing Contractor Duties | | Contractor 8. Contractor's Prior | 15. Use of Improper Communication |
| submittals Its failed to get a binding commitment from supp | | 9. Adversary Relationship | - Performing Contractor |
| | | | A to get a binding commitment from suff |
| | | | |
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| | ASBCA Case No. 14587(1913) Date Case Heard 25 July 80 Name of Contractor B+N Construction of Jr. Base M. 12715 Porch AFG & Page No. M1835 Vol. No. 30-2 Paragraph No. 1458 |
|---------------------|--|
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ (\lambda \rangle \lambda \rangle \lambda \rangle \lambda \rangle \lambda \rangle \lambda \rangle \rangle \rangle \lambda \rangle \rangle \rangle \lambda \rangle \rangle \rangle \lambda \rangle \rangle \rangle \rangle \lambda \rangle \rangle \rangle \lambda \rangle \lambda \rangle \r |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: 5 E Days Required 96 MAJCOM: Size of Contract: \$ 54440 |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous Directing Work 19. Inspector Improperly 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | inspection (continued) |

| } | Comments: See Comments on 24 | ,,, <u>,</u> |
|--------------|--|---|
| INENT CTS | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience | . Lack of Coordination Between the Contractor and Subcontractors . Change in the Contractor's Supervisor . CO Directs Change in the Method or Manner of Performance . Problems with Government-Furnished Equipment . Use of Improper Communication Channels by CO . Air Force Personnel Performing Contractor Duties |
| | Comments: | |

| | ASBCA Case No. Delos Date Case Heard OFFED SO Name of Contractor Buckeys Electric Co Base 12PARS Oh Page No. Delos Vol. No. 80-1 Paragraph No. 14336 |
|--------------------|---|
| CASE | Entitlement Both E&Q Dollar Amt. of Claim \$300.37 Who won? Govt. Ktr Amount of award \$0 Time Extension requested (days) Awarded (days) |
| ROJECT BATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Mucs Days Required M/A MAJCOM: COE involvement: Yes No Type of Work (project): fronte and mounted bed light futures in hospital Type of Work (Claim): |
| CLAIM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Improper Liquidated Damages 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| . [| inspection (continued) |

| | Comments: Daidnot sufficiently in | dicate the amount of work involve | <u>/</u> |
|-------------------|--|--|----------|
| RT INENT PACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: K | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties A failed to adequately disiff the site which required its to seek clarificate | |

THE REPORT OF THE PROPERTY OF

| | Name of Contractor Kla | Date Case Heard Dec. 10, 1979 App Roofing Co., Inc. Page No. 69,934 Vol. No. 80-1 |
|------------------|---|--|
| ;ASE :NFO | Who won? Govt Ktr _ | Dollar Amt. of Claim \$ Not given Amount of award \$ N/A N/A (days) Awarded N/A (days) |
| OJECT ATURES | Area of the Country: Size of Contract: \$ 129 Type of Work (project): | mech Civil Struc Days Required /20 MAJCOM: TAC ,410 COE involvements Yes No/ reroofing dorms |
| LAIM TEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | 13. Overzealous inspection _ | (continued) |
| | | , |

| | Comments: | | |
|-------|---|--|--|
| INENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors 11. Lack of Coordination Between the Contractor's 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Contractor delayed 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Contractor delayed 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Contractor delayed 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Contractor delayed 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Contractor delayed 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Contractor delayed 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Contractor delayed 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Contractor delayed 17. Problems with 18. Problems with 19. Problems | | |

| | Name of Contractor 1216 Base Seymours Vinusou AFR Paragraph No. 14434 | Tho _s si ancor | Date Case Heard 23APR & Palville Co. Co. So. All See No. All See N | |
|-----------------|--|------------------------------|--|----------|
| lse 170 | Who won? Govt Ktr | 7 | Dollar Amt. of Claim \$2717 Amount of award \$11A (days) Awarded 11A (d | |
|)ject \tures | Area of the Country: 5E Size of Contract: \$111 | De De | Mech Civil Struc Lys Required MAJCOM: JAC COE involvement Yes No LIGHT SULLING TO 6 | <u>Z</u> |
| | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection | | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) | |

| Comi 2. : 3. : 4. : 5. : 6. : 7. : 8. : | ments: 5) A work done and 12) Low The Level Act applied. Need for Change Order Poor Criteria at the Start of Design Need for Addendum Poor Documentation by Inspector Inspectors Absence of the Contractor's Supervisor Poor Documentation by Contractor Contractor's Prior Experience Adversary Relationship Change in Inspectors | 11 12 13 14 15. | Lack of Coordination Between the Contractor and Subcontractors Change in the Contractor's Supervisor CO Directs Change in the Method or Manner of Performance Problems with Government-Furnished Equipment Use of Improper Communication Channels by CO Air Force Personnel Performing Contractor Duties |
|--|--|-----------------|---|
| the | itional Pertinent Facts: | | Anty Work foor workmanship |

| Size of Contract: \$ 193,900 COE involvement Yes No Type of Work (project): | | ASBCA Case No. 23836 Date Case Heard April 30, 1980 Name of Contractor Diane Associates, Inc. Base Travis, CA Page No. 71, 235 Vol. No. 80-1 Paragraph No. 14, 453 |
|---|---------------------|---|
| Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required MAJCOM: MAC Size of Contract: \$ 173,900 COE involvement Yes No Type of Work (project): Copair sprinkler System Type of Work (Claim): Excavation placem. of PCV piping 1. Ambiguous Specs. 14. Improper Liquidated 2. Omissions in Specs. 15. Inspector-caused Delay 3. Conflicts in Specs. 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work CATEGORIES 6. Inaccurate tech. data in specs. 18. Inspector Improperly Conditions 19. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 19. Conditions 19. Conditio | INFO | Who won? Govt. / Ktr Amount of award \$ # N/A |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Spect. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | PROJECT FEATURES | Area of the Country: Days Required MAJCOM: MAC |
| inspection (continued) | • | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech data in specs. 7. Differing Site Conditions 8. Changes in Spect. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | • | |

| | 1. Need for Change Order | 11. Lack of Coordination |
|-----|--|--|
| | 2. Poor Criteria at the Start of Design | Between the Contractor and Subcontractors |
| | 3. Need for Addendum 4. Poor Documentation by Inspector | 12. Change in the Contractor's Supervisor |
| | 5. Inexperience of Inspectors | - 13. CO Directs Change in the Method or Manner of Performance |
| CTS | 6. Absence of the Contractor's Supervisor | 14. Problems with Government-Furnished Equipment |
| | 7. Poor Documentation by Contractor 8. Contractor's Prior | 1 15. Use of Improper |
| | 9. Adversary Relationship 10. Change in Inspectors | 1 16. Air Force Personnel Performing Contractor Duties |
| | Additional Pertinent Facts: | |
| | Comments: Delay due | to bad weather |
| | | |
| | | · |
| | | |

| | Name of Contractor Practice | Date Case Heard 27 NEC 39 Coustruction Co ge No. 30351 Vol. No. 80-1 |
|---------------------|--|--|
| CASE INFO | Who won? Govt. \ Ktr | Dollar Amt. of Claim \$366459 Amount of award \$ |
| PROJECT PEATURES | Area of the Country: Midwell D Size of Contract: \$.29 to 25 Type of Work (project): 5 | Mech Civil \ Struc ays Required 240 MAJCOM: ATC O COE involvements Yes No USIONISES Fire Hawrature link Shing and Parting Course for using five line |
| CLAIM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. lata in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | 13. Overzealous inspection | (continued) |

| ERTINENT FACTS | Comments: 3) Sow tassents - patint confliction affects occurred 7) conditions on full differed from affects occurred 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship 11. Lack of Coordination Between the Contractor Supervisor 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor |
|-------------------|--|
| | Additional Pertinent Facts: Attendegrate site investigation Attended to clarify patent ambiguity Comments: Lite investigation would have made conflict patent for which to should have seaked clarification |

| | Name of Contractor Pres | Date Case Heard 27 1090 79 sel Construction Co Page No. 70351 Vol. No. 50-1 |
|---------------------|--|---|
| CASE INFO | Who won? Govt. 🔌 Ktr _ | Dollar Amt. of Claim \$3664.59 Amount of award \$1664.59 Lip (days) Awarded 1016 (days) |
| PROJECT FEATURES | Area of the Country: Milwy Size of Contract: \$3910.6 | Mech Civil Struc Days Required 240 MAJCOM: ATC 280 COE involvement Yes No COE involvement Yes No COE involvement Yes No COE INVOLVEMENT Dry COE INDOES AND LINES |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for C |
| | inspection | (continued) |

| | Claim Categories (contd.) Additional Claim Categries: Comments: 1) waste his shown on Rome drawings, not on others so by thought govet was to build line |
|--------------------|---|
| PERTINENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Infallation for particular and all of the Manner of the Manner of the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel 16. Performing Contractor Duties Additional Pertinent Facts: Infallation for patentian by the form Comments: |

| | ASBCA Case No. 2'1201 Date Case Heard March 6, 1980 Name of Contractor F.P. Lathrop Construction Company Base Travis, CA Page No. 70, 697 Vol. No. 20-1 Paragraph No. 14, 339 |
|---------------------|--|
| CASE INFO | Entitlement \checkmark Both E&Q Dollar Amt. of Claim \$ 24,399.37 Who won? Govt. \checkmark Ktr Amount of award \$ N/A Time Extension requested N/A (days) Awarded (days) |
| 'ROJECT 'EATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required MAJCOM: Size of Contract: \$ 6,967 coo |
| CLAIM ATEGORIES | 1. Ambiguous Specs |

| ASBCA Case No. 2/3/4 Date Case Heard No. 19 Name of Contractor No. 19 Page No. 19 No. 19 No. 19 Paragraph No | Name of Contractor Nounce Company Co. Base M. Goire AFC. III Page No. Vol. No. 792 Paragraph No. 14795 Entitlement Both E&Q Dollar Amt. of Claim \$ 1,53 Who won? Govt. Ktr Amount of award \$ 1/A Time Extension requested 4/A (days) Awarded 1/A (days) Design Discipline: Electr Mech Civil Struc Area of the Country: NE Days Required 1/A MAJCOM: MA Size of Contract: \$ 7/2 3/1 COE involvement Yes No Type of Work (project): Astuat manabattoms to aim fusions. It then the substituted distribution against making 1. Ambiguous Specs. 14. Improper Liquidated 2. Omissions in Specs. 15. Inspector-caused Delay 4. Differences in 16. Inspector Acting Outside Interpretation 17. Inspector Improperly |
|--|--|
| Who won? GovtKtr/ Amount of award \$//A (days) Awarded//A (days) Avarded//A (days) Awarded//A (days) Avarded//A (days) Avarded _ | Who won? GovtKtr/ Amount of award \$//A Time Extension requested//A (days) Awarded//A (da |
| Area of the Country: NE Days Required A MAJCOM: MAC Size of Contract: \$ 7/2, 3 () COE involvement Yes No Type of Work (project): Abut mestalations to an fessions thrum Type of Work (Claim): Lelocate electrical destribution equipment yes 1. Ambiguous Specs. 14. Improper Liquidated | Area of the Country: NE Days Required NA MAJCOM: MA Size of Contract: \$\frac{7}{2},\frac{3}{1}\$ COE involvements Yes_No Type of Work (project): Costaut must additions to air fessinger. Times Type of Work (Claim): Relocate statutucal distribution equip—under 1. Ambiguous Specs. 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside 16. Inspector Acting Outside 16. Inspector Improperly 17. Inspector Improperly |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described ATEGORIES 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly |
| access to the work site 24. Improper T for D 12. Poor Workmanship 25. Improper T for C 13. Overzealous (continued) | ATEGORIES 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 18. Inspector Improperly Directing Work 19. Inspector Improperly 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |

| , c | omments: 7) underground |
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| 1 2 3 4 5 6 S 7 8 9 1 A - | Need for Change Order |

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| Bill | |

| Who won? Govt. Ktr Amount of award \$/A (days) Time Extension requested/A (days) Awarded/A (days) Design Discipline: Electr Mech Civil Struc/ Area of the Country: NE Days Required NA MAJCOM: MA/C Size of Contract: \$/2, 3() | | <u> </u> | · · · · · · · · · · · · · · · · · · · |
|--|------------------|---|--|
| Who won? Govt. Ktr Amount of award \$ 1/4 Time Extension requested | | Name of Contractor No. Base McMure AFB, N.J. | enulton Construction Co |
| ATURES Area of the Country: No Days Required No Majcom: Majcom: No J Type of Work (project): Interpretation Sound Specs. 4. Differences in Interpretation Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous Area of the Country: No Days Required Nie Majcom: Majco | ASE NFO | Who won? Govt. 🗹 Ktr | Amount of award \$ LIA |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | OJECT ATURES | Area of the Country: N Size of Contract: \$\frac{7}{2} Type of Work (project): | Days Required N/A MAJCOM: HAR 2,311 COE involvement Yes No S Construct 2 new additions to an fastenger terminal |
| | Laim regories | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | L | inspection. | (continued) |

| NENT ETS | Comments: 1) esentence could have A footing, Placement of walk 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: P. Mornel Trade practise Comments: | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties |
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Experimental Experimental Transform
| | Name of Contractor Namb Base McHure Aft, NJ Pa Paragraph No. 14095 | |
|------------------|--|--|
| ase NFO | Who won? Govt. Ktr | Dollar Amt. of Claim \$ 13,055.18 Amount of award \$ |
| OJECT ATURES | Area of the Country: NED Size of Contract: \$\frac{712,3}{Contract}\$ | Mech Civil Struc ays Required M/A MAJCOM: MAC [COE involvements Yes No astruct Inevaldation; to an passenger terminal all hot water lines and related insulation |
| LAIM TEGORIES | 1. Ambiguous Specs | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| | Comments: 1) dedn't show fixes as insulated dut stated all above ground lines will be insulated and not water lines were listed on list of lines not to be insulated |
|-------------|--|
| NENT CTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Additional |

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| Bill | |

| | ASBCA Case No. 2/3/4 Date Case Heard 28 Sep 79 Name of Contractor Number Construction G Base Medicine AFB NJ Page No. Vol. No. 79-2 Paragraph No. 14095 |
|---------------------|--|
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc |
| CLAIM CATEGORIES | data in specs. Directing Work 19. Inspector Improperly Stopping Work 8. Changes in Specs. Challenges in the |
| • | "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Foor Workmanship 13. Overzealous inspection 21. Co Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| · | 1. Need for Change Order 2. Poor Criteria at the Comments: 8)(O requiring work beyond contract requirements - paint rooms no mapees on included in previous change olders 1. Lack of Coordination Between the Contractor |
|--------------------|---|
| ERT INENT FACTS | Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship Change in Inspectors Additional Pertinent Facts: Danced achange order Start of Design 12. Change in the Contractor's Supervisor 13. C0 Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by C0 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Danced change order they later achange order Comments: Abrulatival change order |

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|---------------------|---|---------|
| | ASBCA Case No. 21314 Date Case Heard 28 Sep 79 Name of Contractor Hamilton Construction Co Base McLewill AFBN T Page No Vol. No. 79-2 Paragraph No. 14095 | |
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ (INK) Who won? Govt. Ktr Amount of award \$ 11A Time Extension requested (INK (days) Awarded NA (days) | <u></u> |
| PROJECT FEATURES | Design Discipline: Electr \(\sqrt{Mech} \sqrt{Civil} \sqrt{Struc} \\ Area of the Country: \(\text{NE} \) Days Required \(\text{N/A} \) MAJCOM: \(\text{MAJCOM: MAJCOM: MAC.} \) Size of Contract: \$\(\frac{7/2}{3!} \) COE involvement: Yes \(\text{No} \sqrt{V} \) Type of Work (project): \(\text{Construct 2 recordables no to an passery terms Type of Work (Claim): \(\text{Meny types: Find U/G line, revise manholes, ect} \) | _ |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous in spection 24. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for C 25. Improper T for C (continued) | |
| L | (continued) | _ |
| _ | | |

| | Claim Categories(contd.) Additional Claim Categries: |
|--------------------|--|
| | Comments: 8) Ktr did not receive sufficient time or money for differing site conditions, changes, and delays |
| PERTINENT FACTS | 1. Need for Change Order |

| | Name of Contractor | Date Case Heard |
|---------------------|--|--|
| CASE INFO | Who won? Govt. Ktr | Dollar Amt. of Claim \$ 13,475 Amount of award \$ 5,623.45 N/A (days) Awarded N/A (days) |
| PROJECT FEATURES | Area of the Country: I Size of Contract: \$ 34,00 Type of Work (project): | Mech / Civil _ Struc Days Required 30 MAJCOM: ATC COC COE involvements Yes _ No / repair hospital air cond. System taining pans for air handlers |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| } | Comments: |
|------------|---|
| | 1. Need for Change Order 11. Lack of Coordination 2. Poor Criteria at the Start of Design Between the Contractor and Subcontractors |
| | 3. Need for Addendum 12. Change in the Contractor's Supervisor |
| | by Inspector 5. Inexperience of the Method or Manner of Performance |
| nent Ts | 6. Absence of the Contractor's Supervisor Government-Furnished |
| | Contractor's Prior 15. Use of Improper Communication Channels by CO |
| | Experience 9. Adversary Relationship 10. Change in Inspectors Channels by CO 16. Air Force Personnel Performing Contractor Duties |
| | Additional Pertinent Facts: |
| | comments: Govt. gave bad information on parts reamts. and measurements / also machinery was in worse condition than was previously assume Ktr asked to be reimburged for |
| | expenses in visiting suppliers and other preperformance work. |

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| | Name of Contractor Wahl | Date Case Heard Lollin 79 Enterpenses age No. 108308 Vol. No. 79-2 |
| ĊASE INFO | Who won? Govt Ktr 🖳 | Dollar Amt. of Claim \$ 1890 Amount of award \$ 100 (days) Amount (days) Awarded 1010 (days) |
| ROJECT EATURES | Area of the Country: <u>West</u> I Size of Contract: \$\logberright{lobe 50} | Mech Civil Struc |
| CLAIM ATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | inspection | (continued) |

| | Comments: _ ?) due to frame around doors, couldn't tot how wie door fam really was. | 4 |
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| RTINENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: | |
| | Comments: | |

| | Name of Contractor | Date Case Heard May 31, 1979 Mountain States Construction age No. 68, 299 Vol. No. 79-2 |
|--------------------|--|--|
| CASE INFO | Who won? Govt Ktr | Dollar Amt. of Claim \$ 2707/ Amount of award \$ N/A N/4 (days) Awarded (days) |
| ROJECT EATURES | Area of the Country: I Size of Contract: \$\frac{7,139}{1}\$ Type of Work (project): | Mech Civil Struc Anys Required MAJCOM: SAC NO COE involvement Yes No construct medical facility obtaining hourd insulation |
| CLAIM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| Submiffal Comments: | |
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| finish or field finish only w/ assumption to be applied. Govt. approv | |

| | Name of Contractor PAR | Date Case Heard 3 11.1 49 AGOU MECHANICAL NOC Page No. 1085102 Vol. No. 49-2 |
|-----------------|--|--|
| ase NFO | Who won? Govt. 4 Ktr | Q Dollar Amt. of Claim \$212163.41 Amount of award \$ |
| OJECT ATURES | Area of the Country: Mid Size of Contract: \$1 NA | tr Mech Civil Struc well Days Required |
| AIM PEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| INENT CTS | Comments: 1) defeate to determine if a certain temofwork was portoficial trial of adultion 1. Need for Change Order 11. Lack of Coordination Between the Contractor and Subcontractors and Subcontractors 2. Poor Criteria at the Start of Design 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Contractor's Prior Experience 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personnel Performing Contractor Duties 16. Additional Pertinent Facts: Institute Instit |
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| | Name of Contractor | 7 Date Case Heard July 5, 1979 Taybil Industries, Inc. Page No. 68,567 Vol. No. 79-2 |
|----------------|---|---|
| SE FO | Who won? Govt/ Ktr _ | Dollar Amt. of Claim \$ 4,300 Amount of award \$ 1900 N/A (days) Awarded N/A (days) |
| JECT TURES | Area of the Country: Size of Contract: \$ 66 Type of Work (project): | Days Required 45 MAJCOM: SAC NO. 120. 25 COE involvements Yes No replace dormitory windows problems obtaining windows. |
| AIM EGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | inspection | (continued) |

| 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Additional Pertinent Facts: | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Between the Contractor and Subcontractor's Supervisor 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: K+r delay in taking | Comments: | · |
|---|---|---|--|
| necessary actions. | comments: Ktr did not order matils 411 | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors | Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties |
| | | Additional Pertinent Facts: | Ktr delay in taking |
| | | | |

| CASE INFO | ASBCA Case No. 23623 Date Case Heard 16 1111 39 Name of Contractor 37 Construction Co. 4100 1000 1000 1000 1000 1000 1000 100 |
|---------------------|--|
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Milwot Days Required MA MAJCOM: MAC. Size of Contract: \$825.836 COE involvements Yes No Type of Work (project): Cookert Chap Flower Ops toc. Type of Work (Claim): Occupic shorts used for Plotting boseps |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| İ | inspection (continued) |

| | Claim Categories(contd.) Additional Claim Categries: |
|-----------------|---|
| | Comments: 1) Performance type specs-meterial selection left up to |
| PERTINENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Instrallad not next contract speece At a should comments: 3 kts at at the Contract of Start of Change in The Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Instrallad not next contract speece At a should Comments: 3 kts at at the way not a plear glass expect and thus shouldn. The responseble for chrosing arrong method |

| | ASBCA Case No. 23729 Date Case Heard July 24, 1979 Name of Contractor K+5 Associates, Jnc. Base Scott, III. Page No. 68,761 Vol. No. 79-2 Paragraph No. 14,001 |
|---------------------|--|
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ 1,230.60 Who won? Govt Ktr Amount of award \$ 123.06 Time Extension requested N/A (days) Awarded N/A (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required _90 MAJCOM: _MAC Size of Contract: \$ |
| CLAIM CATEGORIES | 1. Ambiguous Specs 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 19. Inspector Improperly Work 19. Inspector Improperly Work 19. Inspector Improperly Work 19. Inspector Improperly Work 19. Inspector Improperly | · | inspection (continued) |
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| Comments: | |
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| | ASBCA Case No. 21110 Date Case Heard 3 May 39 Name of Contractor LUALSKY COUSTRUCTION CO BaseNELLSAEB-LAKEMERS BORGE No. 108103 Vol. No. 39-1 Paragraph No. 138 38 |
|---------------------|--|
| CASE INFO | Entitlement Both E&Q Dollar Amc. of Claim \$ N/A Who won? Govt Ktr Amount of award \$ 1/2 Time Extension requested P A (days) Awarded N/A (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil _V Struc Area of the Country: Nest Days Required No MAJCOM: YAC Size of Contract: \$ \frac{148}{1800} COE involvement: Yes No Type of Work (project): Resurfaceing |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. 14. Improper Liquidated Damages 15. Imposertor-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly |
| | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly |
| | 10. Owner had superior knowledge 11. Failure to give access to the work site 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | 12. Poor Workmanship 13. Overzealous inspection (continued) |

| | Claim Categories (contd.) Additional Claim Categries: Comments: Kt claimed improper Tfor D due to ambiguity and omissions in specia and gov't coursed sclaips | | | |
|-------------------|--|--|--|--|
| ERTINENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspector's Supervisor 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: **Experience** Additional Pertinent Facts: **Experience** Additional Pertinent Facts: **Experience** Poor Documentation by Comments: 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment Communication Channels by CO 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: **Experience** Additional Pertinent Facts | | | |

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| | ASBCA Case No. 21485 Date Case Heard Nov. 27, 1978 Name of Contractor Delta Lines Construction Base Plattsburg, NY Page No. 66,633 Vol. No. 79-1 Paragraph No. 13, 599 | | | | | | |
|---------------------|--|--|--|--|--|--|--|
| CASE INFO | Entitlement / Both E&Q Dollar A.it. of Claim \$ 4308.20 Who won? Govt. / Ktr Amount of award \$ N/A Time Extension requested / N/A (days) Awarded (days) | | | | | | |
| ?ROJECT ?EATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required MAJCOM:SAC Size of Contract: \$! Z_3,0 Z_! COE involvement: Yes No / Type of Work (project): Fepair A:-field Lighting System Type of Work (Claim): PVCelectrical Suct | | | | | | |
| CLAIM SATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Improper Liquidated Damages 16. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improper T for D 25. Improper T for C | | | | | | |
| | inspection (continued) | | | | | | |

| | Claim Categories (contd.) Additional Claim Categries: Error in Design |
|--------------------|--|
| | Comments: Additional Expense necessary to meet spec. reamts. |
| PERTINENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Supervisor 9. Adversary Relationship To Change in Inspectors 16. Air Force Personnel Performing Contractor Duties 16. Additional Pertinent Facts: Comments: Conduit originally planned for use did met when he had planned to get suitable conduit Government govt. Kir claimed that this meant govt. had waived right to better conduit (i.e., Govt. should agrept original Kir conduit) |

| | ASBCA Case No. 21966 Date Case Heard 9 may 39 Name of Contractor Blingerman Construction Co Base Grissom AFB sluggage No. 188663 Vol. No. 39-1 Paragraph No. 13835 | | | | | | |
|--------------------|--|--|--|--|--|--|--|
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ 1032. Who won? Govt Ktr _\ Amount of award \$ 1032. Time Extension requested | | | | | | |
| ROJECT EATURES | Design Discipline: Electr Mech Civil _ Struc Area of the Country: Midwest Days Required 180 MAJCOM: \Sac Size of Contract: \\$ 118.901 COE involvement Yes No Type of Work (project): Construction of a solution and landscape | | | | | | |
| CLAIM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 14. Improper Liquidated Damages 15. Improper Liquidated Damages 16. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work | | | | | | |

| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors 11. Lack of Coordination Between the Contractor's Subervisor and Subcontractor's Supervisor 12. Change in the Contractor's Supervisor of Performance in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties | · | Additional Claim Categries: |
|--|---|---|
| 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 8. Contractor's Prior 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Lov't fall to perform its durant for the start of perform its durant folder. | | Comments: 1) Specs didn't really specify exact placement of blilding lead specify gov't OK of construction would direct placement |
| ## Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: ### Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: #### Additional Pertinent Facts: #### Additional Pertinent Facts: #################################### | | 2. Poor Criteria at the Start of Design Between the Contractor and Subcontractors |
| FACTS 6. Absence of the Contractor's Supervisor Government-Furnished Equipment 7. Poor Documentation by Contractor 8. Contractor's Prior Communication Channels by CO 9. Adversary Relationship Performing Contractor Duties Additional Pertinent Facts: Lovit falls to perform its durand manufacture to province the performance of the Contractor durant for the performance of the Contractor Duties Additional Pertinent Facts: Lovit falls to perform its durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durand manufacture to perform the durant manufacture to perfor | | 4. Poor Documentation by Inspector 5. Inexperience of Contractor's Supervisor |
| 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Lov't falesto perform its durant and anform by of exact placement of Ulda. | | 6. Absence of the Contractor's Supervisor Government-Furnished Equipment |
| Additional Pertinent Facts: Dov't failed to perform its du and unform to of exact placement of bldg. | | 8. Contractor's Prior Communication Channels by CO 9. Adversary Relationship Performing Contractor |
| Comments: | | Additional Pertinent Facts: Bovit fales to perform its duties and inform to of exact placement of Ulda. |
| | | Comments: |
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| | ASRCA Case No. 010 1-1- | | Date Case Heard 9 May 79 | 7 | | | |
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| | Name of Contractor Blinderman Construction Co | | | | | | |
| | Base Grusom AFB Nun Page No. 108064 Vol. No. 79-1 | | | | | | |
| | Paragraph No. 13835 | | | | | | |
| ase IFO | Who won? Govt. 📐 Ktr | | _ Dollar Amt. of Claim \$ <u>고용식이.</u> Amount of award \$ <u>뭐 (00.70</u> ႕니 (days) Awarded <u>(6</u> 1 | | | | |
| | Design Discipline: Elec | tr _ | Mech Civil Struc | | | | |
| JECT | Area of the Country: Midu | <u>1 62</u> 10 | ays Required 180 MAJCOM: SAC. | | | | |
| atures | | | 21 COE involvement Yes No | <u> </u> | | | |
| | | | istruction of administrative wing | | | | |
| • ' | Type of Work (Claim): | Last | JII. J. HOAL COT CEDYS | | | | |
| | 1. Ambiguous Specs. | | 14. Improper Liquidated Damages | | | | |
| | Omissions in Specs. Conflicts in Specs. | | 15. Inspector-caused Delay | | | | |
| , | 4. Differences in Interpretation | | 1 16. Inspector Acting Outside His Authority | | | | |
| AIM | 5. Impossibility of the work described | | 1 17. Inspector Improperly Rejecting Work | | | | |
| EGORIES | 6. Inaccurate tech. data in specs. | | 1 18. Inspector Improperly Directing Work | | | | |
| | 7. Differing Site Conditions | | I 19. Inspector Improperly Stopping Work | | | | |
| | 8. Changes in Specs. | <u>\</u> | 20. Fraud, Latent Defects, or Gross Errors | | | | |
| | 9. Challenges in the "Or Equal" area | | 21. CO Acting Improperly | | | | |
| | 10. Owner had superior knowledge | | 22. CO Directing Addt'l Work | | | | |
| | ll. Failure to give access to the | | 23. CO Improperly Rejecting Work | | | | |
| • | work site | | 24. Improper T for D | | | | |
| | 12. Poor Workmanship | | 25. Improper T for C | | | | |
| | 13. Overzealous inspection | · (| (continued) | | | | |
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| T INENT ACTS | Claim Categories (contd.) Additional Claim Categries: In a time by manner Comments: 8) At ascerts that difficulties in negotiating the learned order 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Claim Categries: Att |
|-----------------|--|
| | 6. Absence of the Contractor's Supervisor Government-Furnished 7. Poor Documentation by Contractor IS. Use of Improper Communication Channels by CO 8. Contractor's Prior Communication Channels by CO 9. Adversary Relationship Performing Contractor |

| Time Extension requested | Name of Contractor Sundana Contraction Correspondence of Base Mindom AFB, and Page No. 28067 Vol. No. 79-1 Paragraph No. 13375 Entitlement Both E&Q Dollar Amt. of Claim \$ 14487 | | التناب بالمستحد المستحدة عداما المستحدان المستحدات | | | |
|--|--|----------------|---|---------------------|--|-------------|
| Who won? Govt. Ktr Amount of award \$ GA Time Extension requested Dia (days) Awarded Dia (days) Design Discipline: Electr Mech Civil Struc Area of the Country Modes Days Required An MAJCOM: SAC Size of Contract: \$ 18,921 COE involvement Yes No Type of Work (project): Contraction of administrative wing Type of Work (Claim): Involved of Damages 1. Ambiguous Specs. 14. Improper Liquidated Damages 2. Omissions in Specs. 15. Inspector -caused Delay Damages 3. Conflicts in Specs. 16. Inspector Acting Outside His Authority Interpretation 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 19. Conditions 8. Changes in Specs. 19. Inspector Improperly Stopping Work 19. Fraud, Latent Defects, or Gross Errors 19. Conditions 20. Fraud, Latent Defects, or Gross Errors 19. Conditions 20. Co | Who won? Govt. Ktr Amount of award \$ GR Time Extension requested DNA (days) Awarded DNA (days) Design Discipline: Electr Mech Civil Struc Area of the Country Mobility Days Required NA MAJCOM: NAC Size of Contract: \$ 18,921 COE involvement Yes NO Type of Work (project): Construction of administrative wing Type of Work (Claim): Installation of Administrative wing Type of Work (Claim): Installation of Damages 1. Ambiguous Specs. 14. Improper Liquidated Damages 2. Omissions in Specs. 15. Inspector caused Delay Damages 3. Conflicts in Specs. 16. Inspector Acting Outside His Authority Natherity | Name of Contractor 200 Base Arisson AFB, ch | ind Id Pa | erman Construction Co | |
| Area of the Country Moder Days Required NA MAJCOM: Sac Size of Contract: \$ /8, 92 COE involvement Yes No Type of Work (project): Construction of administrative using Type of Work (Claim): Included of Damages 1. Ambiguous Specs. 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | Area of the Country Moder Days Required NA MAJCOM: Sac Size of Contract: \$ /8, 92 COE involvement Yes No Type of Work (project): Construction of administrative using Type of Work (Claim): Incolored Of Dalatak 1. Ambiguous Specs. 14. Improper Liquidated Damages 2. Omissions in Specs. 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | SE FO | Who won? Govt. \ Ktr | | Amount of award \$ 518 | |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | JECT TURES | Area of the Country M.d. Size of Contract: \$_f/5 Type of Work (project): | uest D Co _Co | ays Required 180 MAJCOM: SAC. 21 COE involvements Yes Not notruction of administrative wing | |
| (401147111001) | | AIM EGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | | Damages 15. Inspector-caused Delay 16. Inspector Acting Outside | |

| | 1. Need for Change Order | 11. Lack of Coordination |
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| | 2. Poor Criteria at the Start of Design3. Need for Addendum | Between the Contractor and Subcontractors 12. Change in the |
| | 4. Poor Documentation by Inspector 5. Inexperience of | Contractor's Supervisor 13. CO Directs Change in |
| NENT | Inspectors 6. Absence of the | the Method or Manner of Performance |
| TS | Contractor's Supervisor | 14. Problems with Government-Furnished Equipment |
| | Contractor's Prior Experience | 15. Use of Improper . Communication Channels by CO |
| | 9. Adversary Relationship 10. Change in Inspectors | 16. Air Force Personnel Performing Contractor Duties |
| | Additional Partiront Pacta. W | thunderestinated size of contract |
| | Additional Pertinent Pacts: 2 | |
| | Comments: | |
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| | ASBCA Case No. 22370 Name of Contractor Ram Base Luke, AZ P Paragraph No. 13,646 | Date Case Heard Dec. 15,1978 Construction, Inc. age No. 66945 Vol. No. 79-1 |
|---------------------|--|---|
| CASE INFO | Entitlement / Both E&Q | Dollar Amt. of Claim \$ 4600 Amount of award \$ N/A N/A (days) Awarded (days) |
| PROJECT FEATURES | Area of the Country: | Mech Civil Struc |
| CLAIM CATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting |
| | access to the work site 12. Poor Workmanship 13. Overzealous inspection | Work 24. Improper T for D 25. Improper T for C (continued) |

| | Additional Claim Categries: Changes (need for constructive change) Comments: |
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| ERT INENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Comments: Ktr intended fo use type of insulation supervisor that subcontr. didn't mention that his bid was based on certain kind of insulation Ktr claims that Gout. Promised Addt'l compansation Ktr claims that Gout. Promised Addt'l compansation Ktr claims that Gout. Promised Addt'l compansation |

| Page | | of | | Pages | |
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| CASE | REV IEW | FORM |
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| CASE INFO | ASBCA Case No. 22648 Date Case Heard 8 Mar 49 Name of Contractor Brown Constauction Co Base Galsom Aff Jun. Page No. 67364 Vol. No. 49-1 Paragraph No. 13745 Entitlement Both E&Q Dollar Amt. of Claim \$ 11,120 Who won? Govt. Ktr Amount of award \$ 11,120 Time Extension requested DIA (days) Awarded DIA (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Milwet Days Required MA MAJCOM: SAC. Size of Contract: \$13,113 COE involvement Yes No Type of Work (project): Repair of Tax Ding Type of Work (Claim): Replace Danding way of Common bulling over Chistop 41 page 1 |
| CLAIM CATEGORIES | 1. Ambiguous Specs |
| Ĺ | |

| ERT INENT FACTS | Comments: 8) Constructing change acts of numerous goo't personnel acting reports, respector, co (suproval acting state) 1. Need for Change Order |
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| CASE REVIEW FORM Bill _ | _ |
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| ASBCA Case No. 22739 Date Case Heard May 11, 197 Name of Contractor Delta Line Construction Company Base Dover, Del. Page No. 68,058 Vol. No. 79-1 Paragraph No. 13,871 | 19 14 - |
| Entitlement / Both E&Q Dollar Amt. of Claim \$ 808.50 Who won? Govt. / Ktr Amount of award \$ N/A Time Extension requested N/A (days) Awarded (days) | |
| Design Discipline: Electr / Mech _ Civil _ Struc Area of the Country: _ Days Required 180 MAJCOM: MAC Size of Contract: \$ 99. 832 COE involvement: Yes 1 Type of Work (project): repair electr. distr 505724 Type of Work (Claim): " " | |
| 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work | |
| | ASBCA Case No. 22739 Date Case Heard May 11,197 Name of Contractor Delta Line Construction Company Base Dover, Del. Page No. 63,053 Vol. No. 79-// Paragraph No. 13,871 Entitlement Both E&Q Dollar Amt. of Claim \$ 808.50 Who won? Govt. Ktr Amount of award \$ M/A Time Extension requested // (days) Awarded (days) Design Discipline: Electr Days Required 180 MAJCOM: MAC Size of Contract: \$ 79,832 COE involvement Yes 1 Type of Work (project): repair electr. distr. 505724 Type of Work (Claim): """" 1. Ambiguous Specs. 14. Improper Liquidated Damages 3. Conflicts in Specs. 15. Inspector-caused Delay 4. Differences in Interpretation 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 9. Challenges in the "Or Equal" area 20. On Acting Improperly |

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ll. Failure to give access to the work site

12. Poor Workmanship

13. Overzealous inspection

23. CO Improperly Rejecting Work

(continued)

24. Improper T for D

25. Improper T for C

| | Claim Categories (contd.) Additional Claim Categries: Delays |
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| | Comments: |
| PERT INENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship To Change in Inspectors Additional Pertinent Facts: Tolay due to personnel probs. 11. Lack of Coordination Between the Contractor and Subcontractor Supervisor 12. Change in the Contractor's Supervisor of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Comments: Delay due to personnel probs. Thank weather |
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|---------------------|---|--|------|
| | Name of Contractor Ro | Date Case Heard 18 Upul 79 Male No. 68040 Vol. No. 79-1 | |
| CASE INFO | Who won? Govt Ktr _ | Dollar Amt. of Claim \$ 101000/50 Amount of award \$ 1/A (days) Awarded MA (days) | 2111 |
| PROJECT FEATURES | Area of the Country: Midual Size of Contract: \$ 94 | mech Civil Struc St Days Required M/A MAJCOM: COE involvements Yes No Exterior Maintenance Painting of MFH units Painting | |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | |
| | inspection | (continued) | |
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| ERTINENT FACTS | Claim Categories (contd.) Additional Claim Categries: Comments: After a building had been accepted, but was required to rework it 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Comments: Comments: Comments: |
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| ASBCA Case No. 20800 Date Case Heard 18 May Name of Contractor Balloul H Shorou Base Can Fork AFD Apage No. 68040 Vol. No. Mo Paragraph No. 13869 CASE Entitlement Both E&Q Dollar Amt. of Claim \$ See P | • |
|--|----------|
| Entitlement Both E&Q Dollar Amt. of Claim \$ See D | 1 |
| INFO Who won? Govt Ktr Amount of award \$ | lays) |
| Design Discipline: Electr Mech Civil Struc PROJECT Area of the Country: Midwat Days Required MAJCOM: Size of Contract: \$ 94070 COE involvements Yes Note | <u> </u> |
| 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described ATEGORIES 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | |
| inspection (continued) | |

| ERT INENT FACTS | Claim Categories (contd.) Additional Claim Categries: Required contracts perform work beyond contract requirements Comments: Fix Cining or lifting et all gaint, paint doors a color other than 3 pecified in contract, prepare surface for painting by water blasting 1. Need for Change Order |
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| | ASBCA Case No. 22800 Date Case Heard 18 May 79 Name of Contractor Roudou H Shape Base Grand Fore AFO, UD Page No. 68040 Vol. No. 79-1 Paragraph No. 13869 |
|-------------------|--|
| CASE INFO | Entitlement J Both E&Q Dollar Amt. of Claim \$ See PQ Who wor.? Govt. Ktr J Amount of award \$ N/A Time Extension requested N/A (days) Awarded N/A (days) |
| ROJECT Batures | Design Discipline: Electr Mech Civil Struc Area of the Country: Midwest Days Required N/A MAJCOM: SOC Size of Contract: \$ 94270 COE involvement: Yes No Type of Work (project): Extense Maintenance Painting on MFH units Type of Work (Claim): Painting |
| LAIM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous in spection 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for C 25. Improper T for C |
| - | inspection (continued) |
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| | Comments: 7) Government enclosed a parch due to chance of seasons which made it more difficult for ktr to access work site |
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| RINENT ACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in the Contractor's Supervisor 11. Lack of Coordination Between the Contractor's Subcontractor's Supervisor 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: |

TOTAL TOTAL PRODUCTION TOTAL PRODUCT STATEMENT
| ASE | Name of Contractor Ballon Base Geald Foek. AFB ND P Paragraph No. 138/69 Entitlement Both E&Q | Page No. <u>68040</u> Vol. No. <u>M9-1</u> Dollar Amt. of Claim \$ 100 fg. |
|------------------|--|---|
| NFO | Who won? Govt Ktr Time Extension requested _ | -Amount of award $\$$ N/A N |
| OJECT ATURES | Area of the Country: Miduest Size of Contract: \$ 940 | Mech Civil Struc Days Required MAJCOM: |
| LAIM PEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| - | omments: 13) conflicting nemacle wilding would be assepted one do | y and a sun | pector os project ingrees, or ular building rejected next do Lack of Coordination | ne Gr |
|-----------------|---|----------------|---|----------|
| 2 3 4 5 5 ENT 6 | Poor Criteria at the Start of Design Need for Addendum Poor Documentation by Inspector Inexperience of Inspectors Absence of the Contractor's Supervisor Poor Documentation by Contractor | | Between the Contractor and Subcontractors Change in the Contractor's Supervisor CO Directs Change in the Method or Manner of Performance Problems with Government-Furnished Equipment Use of Improper | |
| 9 1 A | . Contractor's Frior Experience . Adversary Relationship O. Change in Inspectors dditional Pertinent Facts: | <u>V</u> . | Communication Channels by CO Air Force Personnel Performing Contractor Duties | |
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| | ASBCA Case No. 2280 Date Case Heard 800779 Name of Contractor Paudoll H Tappe Base 6240 Gers AFB LID Page No. 68040 Vol. No. 49-1 Paragraph No. 13869 |
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ Sec Ra Who won? Govt. Ktr Amount of award \$ NA Time Extension required NA (days) Awarded NA (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous Directing Work 19. Inspector Improperly 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | inspection (continued) |

| | Comments: 21) the thought CO kts provide sups out subst | had rs- | wave set f | ved right to require general recedent by previous action |
|---------|--|------------|---------------|--|
| | Need for Change Order Poor Criteria at the Start of Design | | 11. ! | Lack of Coordination Between the Contractor and Subcontractors |
| | 3. Need for Addendum 4. Poor Documentation by Inspector | - | | Change in the Contractor's Supervisor |
| RTINENT | 5. Inext rience of Inspectors | | 1 | CO Directs Change in the Method or Manner of Performance |
| FACTS | 6. Absence of the Contractor's Supervisor7. Poor Documentation by | <u>√</u> | 1 14. ! | Problems with Government-Furnished Equipment |
| | Contractor's Prior Experience | | l 15. I | Use of Improper . Communication Channels by CO |
| | 9. Adversary Relationship 10. Change in Inspectors | | 16. | Air Force Personnel Performing Contractor Duties |
| , | Additional Pertinent Facts: | | | |
| | Comments: | | | |
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| FEATURES Area of the Country: Days Required MAJCOM: MAC | | | |
|--|---------------------|--|---|
| Who won? Govt. | | Name of Contractor Madsen C Base Travis, CA Page No. | Construction Co., Inc. |
| Area of the Country: | | Who won? Govt Ktr Amoun | t of award \$ N/A |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector -caused Delay 16. Inspector Improperly Rejecting Work 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | PROJECT FEATURES | Area of the Country: Days Rec Size of Contract: \$ | quiredMAJCOM:MAC COE involvement YesNoV truct Softball diamond |
| CONTINUED) | CLAIM CATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | Damages Inspector-caused Delay Inspector Acting Outside His Authority Inspector Improperly Rejecting Work Inspector Improperly Directing Work Inspector Improperly Stopping Work Fraud, Latent Defects, or Gross Errors CO Acting Improperly CO Directing Addt'l Work CO Improperly Rejecting Work Improper T for D |
| | L | Tusbection. | (continued) |

| | Claim Categories(contd.) Additional Claim Categries: Error in Design Comments: |
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| PERTINENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Comments: placement of placement of placement of prior work and casting delay peer surface of field casted panding which made seeding ineffective |
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| | ASBCA Case No. 22945 Date Case Heard Nov. 30, 1978 Name of Contractor Madsen Construction Base Travis, CA Page No. 66,559 Vol. No. 79-1 Paragraph No. 13,586 | |
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ 17/2.29 Who won? Govt Ktr Amount of award \$ 1040.79 Time Extension requested N/A (days) Awarded (days) | - |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil _/ Struc Area of the Country: Days Required MAJCOM: MAC Size of Contract: \$ 57,891 COE involvement Yes No _/ Type of Work (project): Construct Softball diamond Type of Work (Claim): sprinkler heads | 1 1 1 |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Directing Work 13. Inspector Improperly 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D | |
| | 13. Overzealous inspection (continued) | .] |

| | 1. Need for Change Order ll. Lack of Coordination |
|-------------------|--|
| RT INENT FACTS | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in the Contractor's Supervisor Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CC Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: |
| | Comments: Delay due to design deficiencies (see comments, claim #1) |

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| ASBCA Case No. 23148 Date Case Heard 18 APR 79 Name of Contractor ** ABURLUBIL CONSERUCTION C Base OFFUTT AFB NEBPage No. 167793 Vol. No. 79- Paragraph No. 13822 | |
| CASE INFO Entitlement Both E&Q Dollar Amt. of Claim \$ 110.50 Amount of award \$ 110.50 Time Extension requested (days) Awarded (days) Awarded (days) | |
| Design Discipline: Electr Mech Civil \ Struc PROJECT Area of the Country: Milwert Days Required M/A MAJCOM: SAC Size of Contract: \$392,159 | <u></u> |
| 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 15. Inspector Inproper I for C 16. Inspector Improperly 16. Inspector Improperly 17. Inspector Improperly 18. Inspector Improperly 19. Inspector Improperly 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting 24. Improper T for D 25. Improper T for C | |
| 13. Overzealous (continued) | |

| , | Claim Categories (contd.) Additional Claim Categries: Comments: 21) not responding in timely manner-by ascerts gov't Should have taken teneficial occupancy earlier |
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| PERTINENT | 1. Need for Change Order |

| | ASBCA Case No. 23148 Date Case Heard 18APR 49 Name of Contractor <u>Raugual Construction Co</u> Base <u>Offlit Afb Neb Page No. 1, 7493</u> Vol. No. 49-1 Paragraph No. 13822 | |
|--------------------|---|--|
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ 4950 Who won? Govt. Ktr Amount of award \$ Time Extension requested DIA (days) Awarded DIA (days) | |
| ROJECT EATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Midwest Days Required M/A MAJCOM: SAC. Size of Contract: \$392 159 COE involvement Yes No F Type of Work (project): Attend to accordant Ground Carly Akro Type of Work (Claim): Supply problems with SOKIA transformer | |
| CLAIM ATEGORIES | 1. Ambiguous Specs. 14. Improper Liquidated 2. Omissions in Specs. 15. Inspector-caused Delay 4. Differences in 16. Inspector Acting Outside His Authority 5. Impossibility of 17. Inspector Improperly Rejecting Work 6. Inaccurate tech 18. Inspector Improperly Directing Work 7. Differing Site Conditions 19. Inspector Improperly Stopping Work 8. Changes in Specs. 20. Fraud, Latent Defects, or Gross Errors 9. Challenges in the "Or Equal" area 21. CO Acting Improperly 22. CO Directing Addt'1 Work 10. Owner had superior knowledge 23. CO Improperly Rejecting Work 24. Improper T for C | |
| į | inspection (continued) | |

| | Claim Categories (contd.) Additional Claim Categries: Delay due to supplies problems |
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| | Comments: |
| RTINENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Frior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Additional Pertinent Facts: Alace of Coordination Between the Contractor's Supervisor 12. Change in the Contractor Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personnel Performing Contractor Duties 17. Additional Pertinent Facts: Additional Pertinen |

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| | Name of Contractor Laure | Date Case Heard 18 APR 79 LANGE CONSTRUCTION CO age No. 67793 Vol. No. 79-1 |
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| CASE INFO | Who won? GovtKtr | Dollar Amt. of Claim \$ 102 102.710 Amount of award \$ OA (days) Awarded 1110 (days) |
| ROJECT EATURES | Area of the Country: Midwey I | Mech Civil Struc Days Required N/A MAJCOM: SAC COE involvement Yes. No Lition to accompace ground equip shock STATE SCHOOL HOCK MURDERING GENERALS, COP EXCL. APPLIE EXCLUSION |
| LAIM ATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | inspection | (continued) |

| • | Claim Categories (contd.) Additional Claim Categries: boy't has warved its rights be to CO mot performing in a timely manner Comments: Vantedgov't consideration for allowing by to substitute a cheake method and gov't helped kty unload equipment 1. Need for Change Order 11. Lack of Coordination |
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| RT INENT | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. C0 Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by C0 16. Air Force Personnel Performing Contractor Duties Comments: Change in the Contractor's Supervisor 16. Air Force Personnel Performing Contractor Duties |
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AND THE SECOND TOTAL OF THE SECOND IN THE SECOND IS NOT THE SECOND OF THE SECOND IN TH

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| ٠ | Name of Contractor | · · · · · · · · · · · · · · · · · · · |
| SE FO | Who won? Govt Ktr | Dollar Amt. of Claim \$ not given Amount of award \$ N/A d N/A (days) Awarded (days) |
| JECT TURES | Area of the Country: Size of Contract: \$ <u>42</u> Type of Work (project): | Days Required MAJCOM: AFSC |
| AIM EGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection. | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |
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| Comments: | |
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| comments: Ktr thought paint roof trusses on | ne didn't have to nd cailings because they s lalthough his behavior |

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| Bill | |

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| | Name of Contractor Nash | Date Case Heard <u>9 ARR 79</u> LEWIS Page No. <u>67815</u> Vol. No. <u>79-1</u> | |
| CASE | Who won? Govt Ktr _ | Dollar Amt. of Claim \$110K_ Amount of award \$ | ys) |
| ROJECT EATURES | Area of the Country: <u>SE</u> Size of Contract: \$18000 | Mech Civil Struc Days Required MAJCOM: ATC. COE involvements Yes No Liston fire exit bolts in htm """ """ | |
| CLAIM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D | |
| | 12. Poor Workmanship 13. Overzealous inspection | 25. Improper T for C (continued) | |
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| | comments: 24) to tried to claim furanceal problems as excusable |
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| NENT TS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 6. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: 11. Lack of Coordination Between the Contractor Addendum 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 16. Additional Pertinent Facts: XXX underestimated sign of contractor Comments: |

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| Bill | | |

| Design Discipline: Electr Mech Civil Struc PROJECT Area of the Country: Midwest Days Required N/A MAJCOM: ATC | | |
|---|---------------------|--|
| Who won? Govt. Ktr Amount of award \$ NA | | Name of Contractor LULMAC CONSERLATORS ONE Base Resul AFR Tru Page No. 1.5510 Vol. No. 78.2 |
| Area of the Country: Milest Days Required N/A MAJCOM: AYC Size of Contract: \$3 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | , | Who won? Govt. Ktr / Amount of award \$ NA |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector -caused Delay 16. Inspector Acting Outside 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D | PROJECT FEATURES | Area of the Country: Midwest Days Required N/A MAJCOM: ATC Size of Contract: \$3,750,000 COE involvements Yes No Type of Work (project): Consolute Transact Scalable |
| | | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 20. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector -caused Delay 15. Inspector Acting Outside His Authority 16. Inspector Improperly Rejecting Work 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 24. Improper T for D 25. Improper T for C |
| | | (continued) |

| - | 1. Need for Change Order | forence room fines & schedule for rooms my body room was little, but drawing showed the 11. Lack of Coordination |
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| | 2. Poor Criteria at the Start of Design | Between the Contractor and Subcontractors |
| | 3. Need for Addendum 4. Poor Documentation | 12. Change in the Contractor's Supervisor |
| | by Inspector 5. Inexperience of Inspectors | 13. CO Directs Change in the Method or Manner of Performance |
| ent S | 6. Absence of the Contractor's Supervisor | |
| | 7. Poor Documentation by Contractor | Equipment 15. Use of Improper Communication |
| | 8. Contractor's Prior Experience | Channels by CO |
| | 9. Adversary Relationship 10. Change in Inspectors | 16. Air Force Personnel Performing Contractor Duties |
| | | : More of bedders (12) probable ambiguit, /confe euch a small party work the faile of to advantable extremely report to read spece |
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| • | Name of Contractor Page | Date Case Heard May 14, 1978 + Wirtz Construction Page No. 64,791 Vol. No. 78-2 |
| CASE INFO | Who won? Govt. / Ktr | Dollar Amt. of Claim \$ 5,000 Amount of award \$ Ø N/A (days) Awarded N/A (days) |
| ROJECT EATURES | Area of the Country: | Mech Civil Struc |
| CLAIM ATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | 13. Overzealous inspection | (continued) |

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| | 1. Need for Change Order 2. Poor Criteria at the | İ | 11. | Lack of Coordination Between the Contractor |
| Ì | Start of Design | | 10 | and Subcontractors |
| 1 | 3. Need for Addendum | ! | 12. | Change in the Contractor's |
| | 4. Poor Documentation by Inspector | 1 | 10 | Supervisor |
| | 5. Inexperience of Inspectors | | 1). | CO Directs Change in the Method or Manner of Performance |
| NENT TS | 6. Absence of the Contractor's Superviso |)r. — | 14. | Problems with Government-Furnished Equipment |
| | 7. Poor Documentation by Contractor | i | 15. | Use of Improper . |
| | 8. Contractor's Prior Experience | ! | | Communication Channels by CO |
| | 9. Adversary Relationship | | 16. | Air Force Personnel Performing Contractor |
| l | 10. Change in Inspectors | ! | | Duties |
| | Additional Pertinent Facts | | | failed to read |
| ļ | aprecs. + drawings as a whole | | | |
| | Comments: Ktr thought mortar coloring | | | |
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| | Comments: Degree of Performance Required beyond Kitua |
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| ERT INENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors 11. Lack of Coordination Between the Contractor and Subcontractor supervisor 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: |

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| Ease Rangolph Ark Try Page No. 19380 Vol. No. 38.2 Paragraph No. 13399 Entitlement Both E&Q Dollar Amt. of Claim \$2782.24 Who won? Govt. Ktr Amount of award \$0 Time Extension requested Dia (days) Awarded No. (days) Design Discipline: Electr Mech Civil Struc Area of the Country: Miled Days Required Dia MAJCOM: AYC. Size of Contract: \$53,000 COE involvement Yes No. Type of Work (project): Colspoint of Majorial Type of Work (claim): Cover Counts of Counts of Counts of Type of Work (claim): Cover Counts of Counts | Name of Contractor And Manager Marker Contractions Coles | | · |
|---|---|--|--|
| Who won? Govt. \(\) Ktr \(\) Amount of award \(\) \(\) Awarded \(\) \(\) Awarded \(\) Awarded \(\) Awarded \(\) Awarded \(\) Awarded \(\) Area of the Country: \(\) Awarded \(\) Awarded \(\) Area of the Country: \(\) Awarded \(\) Area of the Country: \(\) Awarded \(\) Area of the Country: \(\) Awarded \(\) Days Required \(\) Day Required \(\) Day Awarded \(\) Awarded \(\) Area of the Country: \(\) Awarded \(\) Days Required \(\) Day Required \(\) Day Awarded \(\) Awarded \(\) Area of the Country: \(\) Awarded \(\) Awarded \(\) Collar and \(\) Area of the Country: \(\) Awarded \(\) Awarded \(\) Days Required \(\) Dia MAJCOM: \(\) Area of the Country: \(\) Awarded \(\) Awarded \(\) Avarded \(\) Awarded \(\) Avarded \(\) | Who won? Govt. \(\) Ktr \(\) Amount of award \(\) \(\) Awarded \(\) Lime Extension requested \(\) Lime (days) Awarded \(\) Lime (Lime (lays)) Awarded \(\) Lime (lays) All Coll (lays) Awarded \(\) Lime (lays) Awarded \(\) Lime (lays) All Coll (lays) Awarded \(\) Lime (lays) Awarded \(\) Lime (lays) All Coll (lays) Awarded \(\) Lime (lays) Avas Lime (la | Name of Contractor <u>And Man</u> Base Rangolph AFR Tro | DECEMBER CONSTITUTION & CONSTRUCTION CONTIN |
| Area of the Country: **Minest** Days Required DIA MAJCOM: ATC Size of Contract: \$52,000 COE involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CANTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CANTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (project): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 Involvement Yes No Type of Work (Claim): **CASTRANT 2 +002 I | Area of the Country: Milest Days Required Dia MAJCOM: ATC. Size of Contract: \$52,000 COE involvement Yes No Type of Work (project): Course Counce of Sale Invalue 1. Ambiguous Specs. 14. Improper Liquidated Damages 2. Omissions in Specs. 15. Inspector acting Outside His Authority 3. Conflicts in Specs. 16. Inspector Acting Outside His Authority 4. Differences in Interpretation 17. Inspector Improperly Rejecting Work 4. Differing Site Conditions 18. Inspector Improperly Directing Work 4. Differing Site Conditions 19. Inspector Improperly Stopping Work 4. Differing Site Conditions 20. Fraud, Latent Defects, or Gross Errors 5. Challenges in the "Or Equal" area 21. CO Acting Improperly 6. Challenges in the "Or Equal" area 22. CO Directing Addt'1 6. Work 23. CO Improperly Rejecting Work 6. Charge in Specs. 24. Improper T for D 7. Inspector Improperly 22. CO Directing Addt'1 8. Charges in Specs 24. Improper T for D 8. Charges in Specs 24. Improper T for D 8. Charges in Specs 24. Improper T for C 8. Charges in Specs 25. Improper T for C 8. Charges in Specs 26. Co Directing Addt'1 8. Charges in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Addt'1 8. Charge in Specs 26. Co Directing Ad | Who won? Govt Ktr | Amount of award \$_@ |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improper T for D 24. Improper T for C | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described ATEGORIES 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector Acting Outside His Authority 16. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | Area of the Country: Milwest Size of Contract: \$ 52 1000 Type of Work (project): A | Days Required <u>DIA</u> MAJCOM: <u>ATC</u> COE involvements Yes No |
| | (00110411404) | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |

| INENT CTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: All Modethy Decayafficient Comments: | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties though spee notogstal clear if reada are to clarify forthed differing sticents |
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| Area of the country: Size of Contract: \$ 23, 72 COE involvement Yes No Yampe of Work (project): Type of Work (project): Type of Work (Claim): 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described CLAIM | | | |
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| Who won? Govt Ktr _ Amount of award \$ 3,423.60 Time Extension requested | | Name of Contractor <u>Dona</u> Base <u>Bergstrom, Texas</u> Pa | 1d Goodnight |
| Area of the Country: | | Who won? Govt Ktr | Amount of award \$ 3,488.60 |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | PROJECT FEATURES | Area of the Country: D Size of Contract: \$\(\frac{28}{72}\) Type of Work (project): | ays Required 120 MAJCOM: TAC COE involvement Yes No V construct latring facilities |
| | CLAIM CATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship | Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | | Tushection. | (continued) |

| ERT INENT FACTS | Comments: | | | |
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| | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspectors 10. Change in Inspector 10. Change in Inspectors 10. Change in Inspector 10. | | | |

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| | Name of Contractor | Page No. 64,524 Vol No. 78-1 |
| CASE INFO | Entitlement Both E8 Who won? Govt Ktr | Amount of award \$ 2,376 (days) Awarded 0 (days) |
| PROJECT FEATURES | Area of the Country: | Days Required 120 MAJCOM: TAC B, 721 COE involvements Yes No Construct latrine facilities install urinals |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for C 25. Improper T for C |
| | inspection | (continued) |

| Contractor's Supervisor Government-Furnished | | Comments: |
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| | nent Ts | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Between the Contractor's Addendum 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: K+r delayed in +aking Contractor |
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| Who won? Govt. Ktr Amount of award \$ | | Name of Contractor | Date Case Heard <u>April 27, 1978</u> ald Goodnight age No. 64,524 Vol. No. 78-1 |
|---|--------------------|--|--|
| Area of the Country: Days Required /20 MAJCOM: | CASE INFO | Who won? Govt/ Ktr | Amount of award \$ |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C | ROJECT EATURES | Area of the Country: I Size of Contract: \$ 23,7 Type of Work (project): | Days Required 120 MAJCOM: |
| inspection (continued) | CLAIM ATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous | Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | | | (continued) |

| : | Claim Categories(contd.) Additional Claim Categries: C.O. Acting Improperly Comments: |
|--------------------|---|
| ERT INENT FACTS | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: 11. Lack of Coordination Between the Contractor and Subcontractor Supervisor 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Problems with submittals |

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|---------------------|---|
| | ASBCA Case No. 22049 Date Case Heard April 27, 1978 Name of Contractor Donald Goodnight Base Bergstrom, Texas Page No. 64,524 Vol. No. 78-1 Paragraph No. 13,192 |
| CASE | Entitlement Both E&Q _/ Dollar Amt. of Claim \$ N. Given Who won? Govt/ Ktr Amount of award \$ Ø Time Extension requested 24 (days) Awarded Ø (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required MAJCOM: TAC Size of Contract: \$ 28,721 COE involvements Yes No Type of Work (project): construct latrine facilities |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly Work 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | inspection (continued) |

| Comments: | |
|--|---|
| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Pcor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: | Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties |

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| | ASBCA Case No. 21101 Date Case Heard 30 MAR 78 Name of Contractor RH Consy And Associates aluc Base Foil AFB 71 Page No. 16-13-41 Vol. No. 781 Paragraph No. 13165 |
|---------------------|--|
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$1114 Who won? Govt. Ktr Amount of award \$1114 Time Extension requested No (days) Awarded No (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech' Civil Struc Area of the Country: <u>DE</u> Days RequiredNIA MAJCOM: <u>AFSC</u> Size of Contract: \$ \(\begin{align*} \lefta \begin{align*} \lefta |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship Directing Work 19. Inspector Improperly 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | 13. Overzealous (continued) |

| | Comments: 2) gor I wanted seemless brases in some areas not inde in spece toursays since they allowed substitute of chester motorials | tic |
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| inent Cts | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: | |
| | Comments: | |

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|---------------------|--|---|
| | ASBCA Case No. 21830 Name of Contractor Base Beale Cal. Paragraph No. 13,162 | Date Case Heard <u>April 19,1978</u> Yancey Company age No. <u>64, 310</u> Vol. No. <u>79-1</u> |
| CASE INFO | Who won? Govt/ Ktr | Dollar Amt. of Claim \$ 40,494 Amount of award \$ \$\begin{align*} \psi \\ A \\ (days) \end{align*} Awarded \mathbb{N/A} (days) |
| PROJECT FEATURES | Area of the Country: D Size of Contract: \$202,2 | Mech Civil Struc / Pays Required MAJCOM: SAC 160 COE involvement: Yes No move shingles + install siding remove Shingles |
| CLAIM CATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| } | Comments: | | |
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| · | Need for Change Order Poor Criteria at the Start of Design | _ 11 | L. Lack of Coordination Between the Contractor and Subcontractors |
| | 3. Need for Addendum 4. Poor Documentation | _ 12 | Change in the Contractor's Supervisor |
| | by Inspector 5. Inexperience of Inspectors | 13 | 3. CO Directs Change in the Method or Manner of Performance |
| nent Is | 6. Absence of the Contractor's Supervisor | | Problems with Government-Furnished Equipment |
| | 7. Poor Documentation by Contractor 8. Contractor's Prior | 15 | 5. Use of Improper . Communication Channels by CO |
| | 9. Adversary Relationship 10. Change in Inspectors | _ 16 | Air Force Personnel Performing Contractor Duties |
| | Additional Pertinent Facts: | K | _ |
| | Comments: | Zerning | 3 uncertainty |

| | ASBCA Case No. 22347 Date Case Heard 17 Fib 78 Name of Contractor Frank W MILLER CONSTRUCTION CO Base Wibb AFB 15x Page No. 63701 Vol. No. 78-1 Paragraph No. 13039 |
|---------------------|---|
| CASE INFO | Entitlement Both E&Q Dollar Amt. of Claim \$ 5486.16 Who won? Govt. Ktr Amount of award \$ 10 Claim \$ 5486.16 Time Extension requested N/A (days) Awarded N/A (days) |
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Miduest Days Required MAJCOM: AYC. Size of Contract: \$ 754 744 COE involvements Yes No Type of Work (project): CONSTRUCT DUDING HALL Type of Work (Claim): CLEAN JANA CAPTURE DEATH FOUNDATIONS. |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous 15. Improper Liquidated Damages 16. Inspector -caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | inspection (continued) |

| | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor |
|---------------|--|--|
| INENT ACTS | by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Comments: | 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties |

| | ASBCA Case No. 22172 Date Case Heard Nov. 23 '77 Name of Contractor R+G Roofing Co., Inc. Base Maxwell, AL Page No. 62,674 Vol. No. 78-1 Paragraph No. 12,879 |
|--------------------|---|
| CASE INFO | Entitlement _/ Both E&Q Dollar Amt. of Claim \$ |
| ROJECT EATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Days Required MAJCOM: ATC Size of Contract: \$ 52,000 COE involvement Yes No Type of Work (project): reroofing misc. bldgs. Type of Work (Claim): Sheet metal work |
| CLAIM ATEGORIES | 1. Ambiguous Specs. |
| | inspection (continued) |
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| Comments: |
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| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Concerning Confusion Kit Houge it meant |

| | Name of Contractor Presy | Date Case Heard 30 387 77 |
|---------------------|--|---|
| CASE INFO | Who won? Govt. V Ktr | Dollar Amt. of Claim \$ 2011 18 Amount of award \$ 110 (days) Amount (days) Awarded 110 (days) |
| PROJECT FEATURES | Area of the Country: MdyGTI Size of Contract: \$110K Type of Work (project): Repe | Mech Civil Struc Days Required N/A MAJCOM: ATC COE involvement Yes No COE involvement Yes No COE Involvement Yes COE Involvement Yes |
| CLAIM CATEGORIES | 1. Ambiguous Specs 2. Omissions in Specs 3. Conflicts in Specs 4. Differences in Interpretation 5. Impossibility of the work described | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D |
| | 13. Overzealous inspection | 25. Improper T for C |

| | Claim Categories (contd.) Additional Claim Categories: Socit required work beyond contractive furement; Comments: initially approved dubmittal and then later revoked it resunder turns of submittal 1. Need for Change Order 11. Lack of Coordination Between the Contractor |
|-------------------|---|
| ERTINENT FACTS | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 8. Contractor's Supervisor 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Detween the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personnel Performing Contractor Duties 18. Contractor's Change in the Contractor's Supervisor 19. Contractor Government Facts 10. Change in Inspectors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Contractor Supervisor 14. Problems with Government Facts 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 18. Contractor's Change in the Contractor's Supervisor 19. Contractor |
| | Comments: |

| Name of Base | ContractorCY | Date Case Heard Sept 20, '77 R Construction Co. Page No. 62,057 Vol. No. 77-2 |
|--|--|--|
| INFO Who won? | Govt Ktr | Dollar Amt. of Claim \$ 8,000 Amount of award \$ N/A N/A (days) Awarded (days) |
| ROJECT Area of Size of Type of | the Country: Contract: \$ <u>N.G</u> Work (project): _ | Mech Civil Struc |
| 2. Omiss 3. Confl. 4. Differ Inter 5. Imposs the v 4. Differ Cond 6. Inacco data 7. Differ Cond 8. Change 9. Challe "Or F 10. Owner know 11. Failu acces work 12. Poor 13. Overs | Workmanship | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | ection | (continued) |

| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties **The personnel probs.** |
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| ĆASE INFO | ASBCA Case No. 20945 Date Case Heard 29011199 Name of Contractor 37 Laveld General Contractor 11c Base 3 requirem AFB. Year Page No. 10198 Vol. No. 1992 Paragraph No. 12919 Entitlement Both E&Q Dollar Amt. of Claim \$22316999 Who won? Govt. Ktr Amount of award \$ 6 Time Extension requested NA (days) Awarded NA (days) |
|---------------------|---|
| PROJECT FEATURES | Design Discipline: Electr Mech Civil Struc Area of the Country: Muco Days Required MAJCOM: YAC Size of Contract: \$3292 810 COE involvement: Yes No Type of Work (project): Construct A Commusiary UTORE Type of Work (Claim): Paurious on Conceste Masonary Unit Walls |
| CLAIM CATEGORIES | data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Werkmanship 13. Overzealous Directing Work 19. Inspector Improperly 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| | inspection (continued) |

| Comments: 3) Both Lta. gov. | Tegree there's a conflict-goo't claim |
|---|--|
| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: **pstent ambiguity** The Comments:** Oxford | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties A/E Frm Mth falled to clarify that bid dedn't motice the conflict |

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| | Name of Contractor Bu La | Date Case Heard 29 durga RUIN GEN KTR aloc age No. 101778 Vol. No. 772 |
|---------------------|--|--|
| CASE INFO | Who won? Govt. Ktr | Dollar Amt. of Claim \$ 25 62 9600 Amount of award \$ |
| PROJECT FEATURES | Area of the Country: Midwell Size of Contract: \$ 3, 292 Type of Work (project): | MechCivilStruc Days Required //A MAJCOM: YAC 810 |
| CLAIM CATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| Claim Categories(contd.) Additional Claim Categries | • |
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| | |
| Comments: 15) Hts claims deff expeditionsly handle a deem c | foring oute condition and failure of CO To. |
| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Aurung finformance | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with |

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| Bill | |

| | ASBCA Case No. 209410 21021 Date Case Heard 29 Jul 77 Name of Contractor B.J. January Sin Kty Inc Base Acrystrom TX Page No. 101778 Vol. No. 77.2 Paragraph No. 12717 |
|------------|--|
| CASE | Entitlement V Both E&Q Dollar Amt. of Claim \$_\(\frac{\psi}{\rho}\) |
| INFO | Who won? Govt. Ktr Amount of award \$ |
| | Time Extension requested <u>~ (days)</u> Awarded <u>O (days)</u> |
| | Design Discipline: Electr Mech Civil Struc |
| PROJECT | Area of the Country: Midwest Days Required 450 MAJCOM: YAC |
| FEATURES | Size of Contract: \$ 3, 292,810 COE involvements Yes ~No |
| | Type of Work (project): Construct A Commissary |
| <i>.</i> . | Type of Work (Claim): Sirius Turoung Hardware & Plumbing |
| | 1. Ambiguous Specs 14. Improper Liquidated 2. Omissions in Specs Damages |
| | 3. Conflicts in Specs 15. Inspector-caused Delay |
| | 4. Differences in I 16. Inspector Acting Outside Interpretation III His Authority |
| CLAIM | 5. Impossibility of 17. Inspector Improperly Rejecting Work |
| ATEGORIES | 6. Inaccurate tech. 18. Inspector Improperly Directing Work |
| | 7. Differing Site 19. Inspector Improperly Stopping Work |
| | 8. Changes in Specs. 20. Fraud, Latent Defects, or Gross Errors |
| | 9. Challenges in the "Or Equal" area 21. CO Acting Improperly |
| | 10. Owner had superior 22. CO Directing Addt'l Work |
| | ll. Failure to give 23. CO Improperly Rejecting Work |
| | work site 24. Improper T for D |
| | 13. Overzealous 25. Improper T for C |
| | inspection (continued) |

| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Supervisor 9. Poor Documentation by Contractor's Supervisor 9. Poor Documentation by Contractor's Supervisor 9. Poor Documentation by Contractor 9. Adversary Relationship 10. Change in Inspectors 15. Use of Improper Communication Experience 9. Adversary Relationship 10. Change in Inspectors 16. Air Force Personnel Performing Contractor Duties 16. Additional Pertinent Facts: Aft Firm Slight safishing Comments: 16. Comments: 17. Comments: 18 | Claim Categories (contd.) Additional Claim Categries: Delay due to supplies problems Comments: |
|--|--|
| | 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Alt Firm Alight aspiglia. Comments: Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personnel Performing Contractor Duties 16. Air Force |

| Size of Contract: \$ 6.144 COE involvement: Yes No \(\square\) Type of Work (project): \(\cdot\) construct truck washrack Type of Work (Claim): \(\delta\) asphalt driveway 1. Ambiguous Specs. \(\delta\) Improper Liquidated \(\delta\) Damages 2. Omissions in Specs. \(\delta\) Inspector-caused Delay 4. Differences in \(\delta\) Inspector Acting Outside \(\delta\) Inspector Improperly 5. Impossibility of \(\delta\) Inspector Improperly | | Name of Contractor Spence | Date Case Heard July 19 1977 r + Jones General Contractors age No. 61, 434 Vol. No. 77-2 |
|---|---------------------|---|--|
| Area of the Country: | • | Who won? Govt. / Ktr | Amount of award \$ N/A |
| 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship- 13. Overzealous | PROJECT FEATURES | Area of the Country:I Size of Contract: \$I Type of Work (project): | Days Required MAJCOM: TAC H COE involvements Yes No / construct truck washrack |
| | CLAIM CATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship- 13. Overzealous | Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C |
| · · · · · · · · · · · · · · · · · · · | | Turabec 110U. | (continued) |

| - } | Comments: | |
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| inent Cts | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor 8. Contractor's Prior Experience 9. Adversary Relationship | 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor |
| | Additional Pertinent Facts: Ktr failed to clarify ambig Comments: Requirement Ariveway was shown mentioned on specs. | - for asphalt an |

| | Name of Contractor De | Date Case Heard 38. Vine 77 PRICK Electric Co Page No. 61305 Vol. No. 77-3 |
|--------------------|--|--|
| CASE INFO | Who won? Govt. # Ktr | Amount of award \$33.76 Amount of award \$33.76 Amount of awarded N/A (days) |
| PROJECT EATURES | Area of the Country: 5. Size of Contract: \$ 195. Type of Work (project): | E Days Required <u>UA</u> MAJCOM: <u>TAC</u> COE involvement Yes No V Replace Stand by Generator at Middle Fac Value Engineering proposal for 1000 KW generator |
| CL∴IM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'1 Work 23. CO Improperly Rejecting Work |
| | work site 12. Poor Workmanship 13. Overzealous inspection | 24. Improper T for D 25. Improper T for C (continued) |
| | | |

| | Claim Categories(contd.) Additional Claim Categries: Coastructive change |
|-----------|--|
| | Comments: Mr claims costs escociated with VECP and related purches (shere was a Tfor C) |
| PERTINENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Insulation Additional Pertinent Facts: Insulation Contractor Comments: Inspectors Inspectors Additional Comments: Insulation Insulation Comments: Insulation Comme |

| | ASBCA Case No. 20103 Date Name of Contractor Sherkdal Base Macd: 11, FL Page No. Paragraph No. 12,553 | e Construction Corp. |
|---------------------|---|--|
| CASE INFO | Entitlement Both E&Q Doll Who won? Govt Ktr Amount Time Extension requested 76 | nt of award \$ |
| PROJECT FEATURES | Design Discipline: Electr Med Area of the Country: Days Resiz of Contract: \$ 87,787 Type of Work (project): Yellow Type of Work (Claim): | coe involvements Yes No / |
| CLAIM CATEGORIES | 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmarship | Improper Liquidated Damages Inspector-caused Delay Inspector Acting Outside His Authority Inspector Improperly Rejecting Work Inspector Improperly Directing Work Inspector Improperly Stopping Work Fraud, Latent Defects, or Gross Errors CO Acting Improperly CO Directing Addt'l Work CO Improperly Rejecting Work Improper T for D Improper T for C (continued) |
| Ĺ | | (CONTINUED) |
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| | Claim Categories(contd.) Additional Claim Categries: |
|-----------|--|
| | Comments: |
| PERTINENT | 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documentation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: 11. Lack of Coordination Between the Contractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties Additional Pertinent Facts: Tradequate Site investigation |

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| · | ASBCA Case No. 2003 Name of Contractor She Base Macdill, FL Pa Paragraph No. 12,553 | Date Case Heard May 4, 1977 rkdale Construction Corp. ge No. 60,877 Vol. No. 77-2 |
|---------------------|--|---|
| CASE INFO | - | Dollar Amt. of Claim \$ 3/76 Amount of award \$ N/A N/A (days) Avarded (days) |
| PROJECT PEATURES | Area of the Country: D Size of Contract: \$87, | MechCivilStruc ays Required _/80 MAJCOM: |
| CLAIM ATEGORIES | 1. Ambiguous Specs. 2. Omissions in Specs. 3. Conflicts in Specs. 4. Differences in Interpretation 5. Impossibility of the work described 6. Inaccurate tech. data in specs. 7. Differing Site Conditions 8. Changes in Specs. 9. Challenges in the "Or Equal" area 10. Owner had superior knowledge 11. Failure to give access to the work site 12. Poor Workmanship 13. Overzealous inspection | 14. Improper Liquidated Damages 15. Inspector-caused Delay 16. Inspector Acting Outside His Authority 17. Inspector Improperly Rejecting Work 18. Inspector Improperly Directing Work 19. Inspector Improperly Stopping Work 20. Fraud, Latent Defects, or Gross Errors 21. CO Acting Improperly 22. CO Directing Addt'l Work 23. CO Improperly Rejecting Work 24. Improper T for D 25. Improper T for C (continued) |

| Claim Categories(contd.) Additional Claim Categries: Delays Comments: | |
|---|--|
| 1. Need for Change Order 2. Poor Criteria at the Start of Design 3. Need for Addendum 4. Poor Documentation by Inspector 5. Inexperience of Inspectors 6. Absence of the Contractor's Supervisor 7. Poor Documen'ation by Contractor's Prior Experience 9. Adversary Relationship 10. Change in Inspectors Additional Pertinent Facts: Comments: Delays due +o: Lack of Coordination Between the Contractor and Subcontractor and Subcontractors 12. Change in the Contractor's Supervisor 13. CO Directs Change in the Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 10. Change in Inspectors 11. Lack of Coordination Between the Contractor's and Subcontractors 12. Change in the Contractor Method or Manner of Performance 14. Problems with Government-Furnished Equipment 15. Use of Improper Communication Channels by CO 16. Air Force Personnel Performing Contractor Duties 16. Air Force Personnel Performing Contractor Duties 17. Filter to order matis in the Method or Manner Contractor Supervisor 18. Communication Channels by CO 19. Adversary Relationship Change in the Contractor Duties 19. Touchle we supplied the Contractor Supervisor of Performance 19. Adversary Relationship Change in the Contractor Communication Channels by CO 19. Adversary Relationship Change in the Contractor Communication Channels by CO 19. Touchle we supplied the Contractor Supervisor of Performance 19. Adversary Relationship Change in the Contractor Communication Channels by CO 19. Adversary Relationship Channels by CO 19. Adversary Relationship Channels by CO 19. Adversary Relationship Change in the Contractor Channels by CO 19. Adversary Relationship Change in the Contractor Communication Channels by CO 19. Adversary Relationship Channels by CO 19. Adversary Relationship Channels by CO 19. Adversary Relationship Channels by CO 19. Adversary Relationship Channels by CO 19. Adversary Relationship Channels by CO 19. Adversary | |

APPENDIX E

CASE INFORMATION, PROJECT FEATURES, CLAIM CATEGORIES AND PERTINENT FACTS RESULTING FROM THE DATA COLLECTION STEP

A. Case Information

- Basis of decision (entitlement/both entitlement and quantum)
- 2. Case outcome (government or contractor won case)
- 3. Amount of claim (\$)
- 4. Amount of award (\$)

B. Project Features

- 1. Design discipline
- 2. Area of the country
- 3. Major command
- 4. Size of contract (\$)
- 5. Type of work (project)
- 6. Type of work (claim)

C. Claim Categories

- 1. Delays
- 2. Ambiguous specifications
- 3. Omissions in specifications
- 4. Conflicts in specifications
- * 5. Degree of performance required was beyond contractual requirements
- * 6. Constructive change occurred
 - 7. Contracting officer (CO) improperly rejecting work

^{*} These items were not on the case review form. They were added as "additional items."

- 8. Government failed to give access to the work site or provide utility service
- * 9. Errors in design
- 10. Differing site conditions
- 11. Inspector acting outside his authority
- *12. CO improperly withholding payment
- *13. Misunderstanding of a submittal
- *14. Overzealous inspection
- *15. Nontimely performance of contractor duties
- 16. CO acting improperly

D. Pertinent Facts

- 1. Poor workmanship
- * 2. Delay in asserting a disagreement during performance
- * 3. Inadequate site investigation
- * 4. Failure by contractor to read contract documents adequately
- # 5. Incorrect sampling procedures
 - 6. Inexperience of inspectors
 - 7. Poor documentation by inspectors
- * 8. Change in COs during project
 - 9. Use of improper communication channels by CO
- *10. Contractor personnel problems
- 11. Lack of coordination between contractor and subcontractors
- 12. Contractor's previous experience

- *13. Contractor reliance on trade practice as a guide
- *14. Problems with warranty work
- *15. Contractor failed to clarify patent ambiguities
- *16. Government failed to perform services stated in contract
 - 17. Absence of contractor's supervisor
- *18. Problems with submittals
- *19. Contractor delayed in taking necessary action
- 20. Contractor underestimated size of contract
- 21. Change of contractor's supervisors
- 22. Change in inspectors
- 23. Adversary relationship between contractor and government
- *24. Problems with additive or bid schedule

APPENDIX F
VARIABLE CODE LIST

| Code | Analysis Factor | Code | Subcategory |
|------|-----------------------------------|------|---|
| 1 | Basis of Decision | 1 | Area of the |
| 2 | Claim Category | | Country: North- east U.S. |
| 3 | Design Discipline | 2 | Area of the |
| 4 | Area of the Country | | Country: South-east U.S. |
| 5 | Major Command | 3 | Area of the |
| 6 | Type of Work (Project) | | Country: Midwest U.S. |
| 7 | Amount of Claim | 4 | Area of the |
| 8 | Award Amount | | Country: West U.S. |
| 9 | Size of Contract | . 1 | Major Command (MAJCOM): TAC |
| Code | Subcategory | 2 | MAJCOM: SAC |
| 1 | Basis of Decision: Entitlement | 3 | MAJCOM: MAC |
| 2 | Basis of Decision: | 4 | MAJCOM: Other |
| | Entitlement + Quantum | .1 | Type of Work (Project): New |
| 1 | Claim Outcome: Contractor Won | • | Construction |
| 2 | Claim Outcome: Government Won | 2 | Type of Work (Project): Additions |
| 1 | Design Discipline: Electrical | 3 | Type of Work (Project): |
| 2 | Design Discipline: Mechanical | 4 | Alterations Type of Work |
| 3 | Design Discipline: | · | (Project): Repairs |
| 4 | Design Discipline: Structural | 1 | Claim Amount less than \$5000 |

| Code | Subcategory | Code | Pertinent Facts |
|-----------|--|------|---|
| 2 | Claim Amount Between \$5,000 and \$20,000 | 0. | No Pertinent Facts |
| 3 | Claim Amount Between \$20,000 and \$50,000 | 1 | Contractor Failure to Read the Con- trac. Documents Adequately |
| 4 | Claim Amount Over \$50,000 | 2 | Inadequate Site Investigation |
| 1 | Award Amount Less Than \$1,000 | 3 | Contract Delay |
| 2 | Award Amount Between \$1,000 and \$10,000 | 30 | in Taking Neces- sary Actions |
| 3 | Award Amount Over \$10,000 | 4 | Contractor Prob- lems with Additives or Bid Schedule |
| 1 | Size of Contract Less Than \$100,000 | 5 | Contractor Under- estimated the Size of the Job |
| 2 | Size of Contract Between \$100,000 and \$1 Million | 6 | Problems with Warranty Work |
| 3 | Size of Contract Over \$1 Million | 7 | Government Management |
| Code 1 | Claim Category Delays | 8 | Contractor Manage- ment Activities |
| 2 | Error in Design | 9 | Contractor Reliance |
| 3 | Differing Site Conditions | | on Previous Exper- ience or Trade |
| 4 | Changes | | Practice as a Guide |
| 5 | Ambiguous Specifications | 10 | Problems with |
| 6 | Omissions or Conflicts in Specifications | . * | Submittals |
| 7 | Contracting Officer Acting Improperly | | |

APPENDIX G FULL TITLES FOR CODES USED IN COMPUTER

Code Name

Full Title

ADDITIVE
ADDTN
ALTER
AMBIG
BOTH
CHANGES
CIVIL
COPROB
DELAY
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ERROR
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GOVT
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Additive Additions Projects Alterations Projects Ambiguous Specification Claims Both Entitlement and Quantum Changes Claims Civil Engineering Projects Contracting Officer Problem Claims Delay Claims Differing Site Conditions Electric Engineering Projects Entitlement Only Error Claims Failure of Contractor to Read Specifications Adequately Award Amounts from \$1,000 to \$10,000 Claim Amounts from \$5,000 to \$20,000 Claim Amounts from \$20,000 to \$50,000 Contract Size from \$100,000 to \$1

Million
Government Won Cases
Government Management-Related Problems
Contractor Won Cases
Contractor Caused Delays
Mechanical Engineering Projects
Contractor's Experience
Contractor Management-Related Problems
Projects in Midwestern United States
Projects in MAC
Projects in Northeastern United States
New Construction Projects
No Pertinent Facts Found in Case
Related to the Claim
Omission/Conflict Claims

Other Major Commands
Award Amounts Over \$10,000
Claim Amounts Over \$50,000
Contract Size Over \$1 Million
Repair Projects
SAC Projects
Projects in Southeastern United States
Inadequate Site Investigation by
Contractor Prior to Bidding
Structural Projects
Problems Related to Submittals

TAC Projects

Code Name

UNDEREST

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Full Title

Contractor Underestimates the Magnitude of the Project
Award Amounts Under \$1,000
Claim Amounts Under \$5,000
Contract Size Under \$100,000
Warranty Related Problem
Projects in the Western United States

APPENDIX H
THREE-WAY TABLES (COMPUTER PRINTOUTS)

TABLE H-1

THREE-WAY CONTINGENCY TABLE FOR GOVERNMENT WON VERSUS CONTRACTOR WON CASES

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THREE-WAY CONTINGENCY TABLE FOR BASIS OF DECISION

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THREE-WAY CONTINGENCY TABLE FOR DESIGN DISCIPLINE

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TABLE H-5
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TABLE H-6

THREE-WAY CONTINGENCY TABLE FOR THE TYPE OF WORK/PROJECT

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TABLE H-7

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TABLE H-8

THREE-WAY CONTINGENCY TABLE FOR SIZE OF CONTRACT

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APPENDIX I

OTHER SOURCES OF AIR FORCE CONSTRUCTION CONTRACT INFORMATION

The Design and Construction System (DEACONS)

The DEACONS program is a computerized management information system which is managed by Air Force Construction (USAF/LEEEC), with terminals at most major command headquarters and Air Force Regional Civil Engineer (AFRCE) offices. It maintains status information on Major Construction Program (MCP) projects, as well as selected other projects (such as non-appropriation funded projects) which are expensive or unique enough to warrant high-level monitoring (2). DEACONS is mainly an Air Force program, although some Air National Guard and Air Force Reserve projects are kept in the system.

Capabilities of the System

The information in DEACONS is on the structure of the old Air Force Form 1959, which was updated at base level to reflect project status for the types of projects now maintained in DEACONS. DEACONS includes all of the 1959 data items, with a few additions (see Table I-1 for a partial listing). DEACONS information is updated by the MAJCOMs and AFRCEs, through their terminals. Information in DEACONS covers the entire life of the project, from initial design authorization to financial completion.

Old projects, which were initiated prior to the

TABLE I-1

PARTIAL LIST OF DEACONS DATA ITEMS*

Project Description

Installation

MAJCOM

Size of Project

Design Agent

Construction Agent

Type of Design

- Design Dates: Scheduled versus Actual

- Costs: Scheduled versus Actual

Government Cost Estimates for design and construction costs.
Includes basic costs and basic costs plus additives.

Bid Information

- Number Received
- Dollar Amounts of those received -
- Low Bidder, 2nd Lowest Bidder, Highest Bidder

Additives

- Description
- Bids versus Award

Award Date: Anticipated versus Actual

Bid Remarks

Construction Time: Estimated versus Actual

* Adapted from a description of the DEACONS system supplied to the authors by AFLC/DEEC.

TABLE I-1 - Continued

Changes

- Reasons for Change
- Description of Change
- Number of Changes
- Cost of Changes

Beneficial Occupancy Date

Liquidated Damages

Number of Pending Claims

establishment of DEACONS (1981), are handled either one of two ways (2). If the project is not complete, the 1959-type information is transferred to a DEACONS file. If the project is complete, its final status information is transferred to a "history tape." The history tape is a record of old projects, going back as far as ten years, which is maintained on a time-sharing computer system in San Antonio, Texas.

To gain information from DEACONS, the user develops his own program which extracts and inputs data in a set format and sequence. Later, by using commands associated with that program, he can get information designed to answer narrow questions (on a single program), or wide-scope questions (on the status of many projects). For example, if the user wished to obtain information on all projects with more than four change orders, he could develop a command for "four change orders," based on the program he had developed. For single projects, it is a useful way of obtaining a complete record of the history of an entire area, such as design progress or work completion schedule.

Deficiencies of DEACONS

As of March 1982, DEACONS had not been successfully implemented in its entirety (5). There were several major commands that had not yet received a DEACONS terminal. Those which had a terminal were forced to restrict their

input time to as little as two hours per week. Also, the DEACONS system appears to suffer from some of the same restrictions which hurt the 1959 system: a lack of serious support at lower levels of command. Finally, the time-sharing program for the history tape makes access to information on older cases difficult.

Contract Folder

The contract folder is maintained by the contracting officer. Unlike DEACONS, which is restricted by certain kinds of projects, contract folders are prepared by COs for every construction contract which is done at a particular base. The purpose of the folder is to gather information which the contracting officer might need to administrate the contract.

The folder is divided into six sections (see Table I-2). The six sections are organized along the chronological line of the stages of the project. Any pertinent information from each stage of the project is entered into the applicable section of the folder. For example, bidding information goes in section A of the folder.

When a project (contract) is completed, the contract folder is usually kept in storage for up to eight years, and then destroyed. This points out one of the weaknesses of using contract folders for construction contract research. Retaining contract information through physical storage is

TABLE I-2

SELECTED CONTRACT FOLDER ITEMS*

Section A: PRE-CONTRACT DOCUMENTS

- Number of contracts held by the contractor who won the last six months
- Dollar amount of bids submitted by each bidder
- Length of Contract
- Government Price Estimate
- Submittal Checklist
- Breakout of Liquidated Damages rates

Section B: CONTRACT AND MODIFICATIONS

- Whether or not it is a multiple procurement contract
- Labor Surplus Area data
- Type of Contract

Section C: CORRESPONDENCE

- Contract Administrators
- Project Engineers
- Performance Dates
- Notice-to-Proceed Date
- Date Submittals are Due
- Performance Period
- Cost Breakdown

Section D: CONTRACT PROGRESS DOCUMENTS

- Contract Progress Schedule
- Contract Progress Report

Section E: PAYROLL, LABOR COMPLIANCE, AND PAYMENT RECORDS

Section F: DRAWINGS

* Adapted from AFLC Form 295, April 1979.

more difficult than through a computerized system (such as JURIS or DEACONS).

Another weakness of contract folders as a research source is that the researcher must travel to the particular base where a project took place in order to examine the folder on that project. Unless the researcher is willing to travel extensively, he will not be able to perform a suitable comparison of projects across the Air Force.

The contents of contract folders do not vary extensively from contract to contract. There is a standard list of items which serves as the table of contents for each folder (AFLC Form 295, April 1979). Although some items might be absent when the projects are smaller and do not require extensive documentation, the general structure of the contract folder will not change.

Project Folders

The project folders are somewhat similar to the contract folder. However, project folders are maintained by civil engineering personnel in the Engineering section.

Since the responsibility for maintaining documentation on a contract falls mostly on the contracting officer (associated with the fact that the contracting officer bears ultimate responsibility for insuring that the project is successfully completed by the contractor), the project folders are usually not as comprehensive or as uniform as the contract folders.

With the exception of some formal requirements, the items in the project folder vary from project to project, according to the style and customs of the particular project engineer or inspector who prepared the folder. The project folder contents are, however, slanted towards inspection status reports, correspondence between Engineering and the contractor, and other documents relating to the specifications and drawings. Records of meetings between the contractor and government engineer or inspector are often included as well. Finally, a copy of the "boiler plate" (standard introductory section of the specifications) and the specifications are often included in the project folders.

The life span of a project folder is very unpredictable. Some folders may be discarded immediately after the contract has been completed; others might be held for a year, while still others might be held for up to seven years. This characteristic, as well as those listed above, make the project folders fairly unsuitable for use as a source of construction contract research information. Also, the project folders share some undesirable characteristics with the contract folders: they are not computerized and require extensive travelling to gather Air Force-wide information.

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